

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. April 22, 2008

First Floor Board Room
455 North Main

OPENING OF WORKSHOP MEETING

- Call to Order
- Approve the minutes of the regular meeting on April 15, 2008

CONSENT AGENDA

1. Report of the Board of Bids and Contracts Dated April 21, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses:

Renewals

Lewis F. Self	After Dark Video	7805 West Kellogg
Lewis F. Self	After Dark Video	3721 South Broadway
Lewis F. Self	After Dark Video	2809 North Broadway

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Michael Crowe	Pops Pickup Inc.	1925 West 21st North
<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Joseph T. Weber	Club Billiards*	925 West Douglas

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. 29th Street North, Maize to Tyler - Phase 2 Landscaping (29th Street North, west of Tyler) (472-83868a/706868/204334) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$147,000.00
- b. 2008 Contract Maintenance Preparatory Work & Repairs (north of 71st Street South, east of 167th Street West) (472-84706/132721/792409/620799/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI) - \$431,600.00
- c. Lateral 412 Four Mile Creek Sewer to serve Sierra Hills Addition (north of Pawnee, east of 127th Street East) (468-84499/744280/480969) Does not affect existing traffic. (District II) - \$71,000.00
- d. Water Distribution System to serve Sierra Hills Addition (north of Pawnee, east of 127th Street East) (448-90371/735415/470088) Does not affect existing traffic. (District II) - \$45,000.00

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Ornamental Street Lights at the Intersection of Douglas and Oliver. (District II)
- b. Street Paving in Country Hollow Addition, south of Kellogg, east of 127th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

- a. 119th Street West 1/2 mile north of Kellogg for Culvert Replacement. (District V)

RECOMMENDED ACTION: Approve the street closure.

- b. Johnson's Garden Center Cyclefest, May 4, 2008 8:00 am – 2:00 pm (District I)
 - Great Plains Ventures Business Park, Inc. 5200 E. 35th Street North.
(Please see attached map)
- c. 2008 Orpheum Street Car Show May 4, 2008 12:00 pm – 7:00 pm (District VI)
 - First Street, Market to Topeka – not including intersections.
 - Broadway, Douglas to Second Street – not including intersections.
(Please see attached map)
- d. 2008 Special Olympics Summer Games Fireworks Finale, May 30, 2008, 7:00 pm – 10:00 pm. (District I)
 - 21st Street North, Hillside to Yale Street, (not including intersections).
- e. Rumble in Delano Car Show, May 30, 2008 6:00 pm – 12:00 am (Districts IV and VI)
 - Douglas Avenue, Sycamore to Osage – including roundabout.

RECOMMENDED ACTION: Approve the request subject to: hiring off-duty certified law enforcement officers as required; obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contracts:

- a. Street Resurfacing Project on Southeast Boulevard (K-15) from the South City Limits to I-135/US-81. (District III)
- b. Construction Engineering and Inspection in Waterfront Residential and Waterfront sixth Additions, north of 13th Street, west of Greenwich. (District II)-supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Order:

- a. Street Paving in Crestlake Addition, north of Central, west of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisition:

- a. Partial Acquisition of 2219 North Broadway for the Intersection Improvement Project at 21st Street and Broadway. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions.

Wichita Public Library, March 18, 2008

RECOMMENDED ACTION: Receive and file.

11. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$42,500 as full settlement of all possible claims from the vehicle passenger arising out of the transactions which are the subject of this claim.

12. Abatement of Dangerous and Unsafe Structures. (Districts I, III, and IV)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

13. Nuisance Abatement Assessments. (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Resolution Authorizing Section 5316 Access to Jobs Grant from Federal Transit Administration (FTA).

RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures

15. Petitions to Renovate Building Facades in the Core Area. (Districts I and VI)

RECOMMENDED ACTION: Approve the Petitions; adopt the Resolutions; authorize the necessary signatures; and establish the public hearing .

16. Resolution Ordering a Public Hearing: Building Façade. (District VI)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

17. Revision to Economic Development Incentive for Cargill Meat Solutions. (District VI)

RECOMMENDED ACTION: Approve the revised Real Estate Purchase Contract and authorize the necessary signatures.

18. Wichita Police Department Moving Radar Grant.

RECOMMENDED ACTION: Approve the application and authorize the appropriate signatures and approve any necessary budget adjustments.

19. Second Reading Ordinances: (First Read April 15, 2008).

- a. Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement.

An ordinance creating chapter 18.14 of the code of the City of Wichita, Kansas, pertaining to parking lot striping standards and enforcement.

- b. An Ordinance amending Section 5.68.215 of the Code of the City of Wichita, Kansas, pertaining to Ant-Prostitution Emphasis Area Enhanced Penalties.

An ordinance amending section 5.68.215 of the code of the City of Wichita, Kansas, pertaining to anti-prostitution emphasis area enhanced penalties.

(Item 19 continued)

- c. ZON2008-02 - Zone Change from GO General Office to NR Neighborhood Retail; located at 6019 East Central Avenue. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

- d. SUB 2007-106-Plat of Northgate Commercial Addition located on the north side of 53rd Street North and west of Meridian. (District VI)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended

- e. SUB 2007-107-Plat of Northgate Commercial Second Addition located on the west side of Meridian and north of 53rd Street North. (District VI)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

X

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/7/2008	4. Project Description & Location Install Street Lights at Douglas/Oliver Intersection	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Street Lights	\$100,000	\$50,000		\$150,000
Totals	\$100,000	\$50,000		\$150,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		


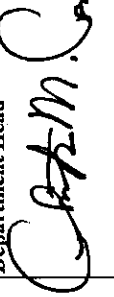
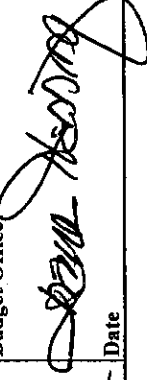
Remarks:

Note: GO funded by Douglas/Oliver Project

100% Petition

472-84175

13. Recommendation: Approve the petition and adopt the resolution

Division Head 	Department Head 	Budget Officer 	City Manager
			Date

STREETLIGHT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Wasson Manor Addition

Lots 1-3, inclusive
The S 65' of Lots 4 and 5

Lincoln Heights Addition

Block 3

East Boulevard Addition

Lot 19 and ½ vacated alley on east
Lot 22 and ½ vacated alley on west

East Douglas Addition

Lots 12-22 inclusive, Douglas Ave

472-84715
(Douglas and
Oliver
Intersection)
do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be installed period streetlighting along Douglas from Dellrose to Glendale. That said streetlights between aforesaid limits be installed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being **Fifty Thousand Dollars (\$50,000)** exclusive of the cost of interest on borrowed money, with **100 percent** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after March 31, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a front foot basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

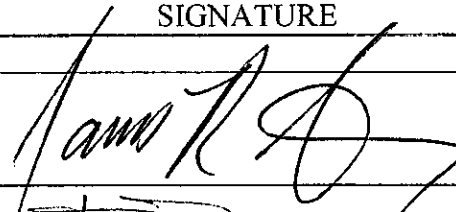
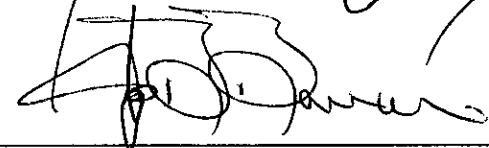
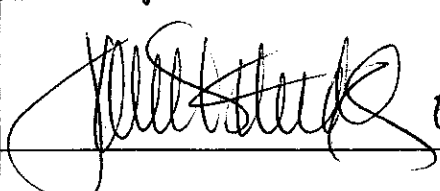

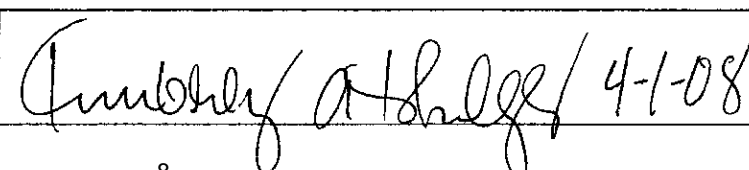
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Improvement District		
Lots 1-5 inclusive, Wasson Manor Add. (Aspen Traders) Rokai, LLC		3/25/2008
Lot 19 and ½ vacated alley adjacent on east, Block 8 East Boulevard Add. Big River, LLC (Barriers)		3/31/08
Lot 22 and ½ vacated alley on west, Block 8 East Boulevard Add. Citizens Bank of KS NA		EVP 3/26/08
Block 3, Lincoln Heights Add. Walter Morris Inv Co, LLC		3/25/08
Lots 12-22, inclusive, East Douglas Ave Add Chuzy, Carl Living Trust		4-1-08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Julianne Kellman
Name

455 N. Main
Address

268-4230
Telephone Number

Sworn to and subscribed before me this 4th day of April, 2008.



Robert J. Adcock
Deputy City Clerk

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Ornamental Street Lights at the Intersection of Douglas and Oliver
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On April 15, 2008, the City Council approved a construction contract to improve the intersection of Douglas and Oliver. A part of the work is the installation of ornamental street lights at the request of adjacent businesses. The property owners agreed to contribute \$50,000 to the project with Special Assessment funding. They have submitted a Petition that has been signed by five owners representing 100% of the improvement district.

Analysis: The street lights are designed to reflect the character of the College Hill business community.

Financial Considerations: The Street Light Project totals \$150,000, with \$50,000 paid by Special Assessments and the balance by General Obligation bonds. Approximately 2/3 of the project amount is for the part of the system that would be included in the project cost with traditional lighting and paid for by the City. As a result, the special assessments are effectively paying 100% of the upgraded cost to the ornamental street lights. The General Obligation share of the cost was included in the budget for the Douglas and Oliver CIP project.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving an important arterial intersection.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING INSTALLING **PERIOD STREET LIGHTING ALONG DOUGLAS FROM DELLROSE TO GLENDALE (472-84715)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING INSTALLING **PERIOD STREET LIGHTING ALONG DOUGLAS FROM DELLROSE TO GLENDALE (472-84715)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize installing **period street lighting along Douglas from Dellrose to Glendale (472-84715)**.

Said lighting shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Fifty Thousand Dollars (\$150,000)** exclusive of the cost of interest on borrowed money, with **\$50,000** payable by the improvement district and the balance paid by General Obligation Bonds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 31, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WASSON MANOR ADDITION

Lots 1 through 3, inclusive
The S 65' of Lots 4 and 5

LINCOLN HEIGHTS ADDITION

Block 3

EAST BOULEVARD ADDITION

Lot 19 and ½ vacated alley on east
Lot 22 and ½ vacated alley on west

EAST DOUGLAS ADDITION

Lots 12 through 22 inclusive, Douglas Ave

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said

publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Street Paving in Country Hollow Addition (south of Kellogg, east of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On January 10, 2006, the City Council approved a petition to pave streets in Country Hollow Addition. Based on recent bid prices, the existing Petition does not have sufficient budget to award a construction contract. The developer has submitted a new Petition to increase the project budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development located south of Kellogg, east of 127th St. East.

Financial Considerations: The existing Petition totals \$394,000. The new Petition totals \$508,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LAGUNA/GLEN WOOD, FROM WEST LINE OF LOT 7, BLOCK 4 TO THE SOUTH LINE OF LOT 12, BLOCK 4; PAVING SIERRA HILLS FROM THE SOUTH LINE OF LAGUNA TO THE SOUTH LINE OF LOT 1, BLOCK 5; PAVING GLEN WOOD COURT SERVING LOTS 13 THROUGH 24, BLOCK 5 FROM THE EAST LINE OF GLEN WOOD TO AND INCLUDING THE CUL-DE-SAC; PAVING LAGUNA CIRCLE SERVING LOTS 2 THROUGH 12, BLOCK 5 FROM THE EAST LINE OF LAGUNA TO AND INCLUDING THE CUL-DE-SAC; GILBERT COURT SERVING LOTS 20 THROUGH 28, BLOCK 4 FROM THE SOUTH LINE OF GILBERT TO AND INCLUDING THE CUL-DE-SAC; AND PAVING GILBERT FROM THE WEST LINE OF LOT 28, BLOCK 4 TO THE EAST LINE OF LOT 20, BLOCK 4 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 472-84351 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON LAGUNA/GLEN WOOD, FROM WEST LINE OF LOT 7, BLOCK 4 TO THE SOUTH LINE OF LOT 12, BLOCK 4; PAVING SIERRA HILLS FROM THE SOUTH LINE OF LAGUNA TO THE SOUTH LINE OF LOT 1, BLOCK 5; PAVING GLEN WOOD COURT SERVING LOTS 13 THROUGH 24, BLOCK 5 FROM THE EAST LINE OF GLEN WOOD TO AND INCLUDING THE CUL-DE-SAC; PAVING LAGUNA CIRCLE SERVING LOTS 2 THROUGH 12, BLOCK 5 FROM THE EAST LINE OF LAGUNA TO AND INCLUDING THE CUL-DE-SAC; GILBERT COURT SERVING LOTS 20 THROUGH 28, BLOCK 4 FROM THE SOUTH LINE OF GILBERT TO AND INCLUDING THE CUL-DE-SAC; AND PAVING GILBERT FROM THE WEST LINE OF LOT 28, BLOCK 4 TO THE EAST LINE OF LOT 20, BLOCK 4 (SOUTH OF KELLOGG, EAST OF 127TH ST. EAST) 472-84351 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-014 adopted on January 10, 2006 and Resolution No. 08-192 adopted on April 8, 2008 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Laguna/Glen Wood, from west line of Lot 7, Block 4 to the south line of Lot 12, Block 4; Paving Sierra Hills from the south line of Laguna to the south line of Lot 1, Block 5; Paving Glen Wood Court serving Lots 13 through 24, Block 5 from the east line of Glen Wood to and including the cul-de-sac; Paving Laguna Circle serving Lots 2 through 12, Block 5 from the east line of Laguna to and including the cul-de-sac; Gilbert Court serving Lots 20 through 28, Block 4 from the south line of Gilbert to and including the cul-de-sac; and Paving Gilbert from the west line of Lot 28, Block 4 to the east line of Lot 20, Block 4 (south of Kellogg, east of 127th St. East) 472-84351.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Five Hundred Eight Thousand Dollars (\$508,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

COUNTRY HOLLOW ADDITION

Lots 25 through 37, Block 1
Lots 37 & 38, Block 2
Lots 7 through 28, Block 4
Lots 1 through 46, Block 5
Lots 1 through 14, Block 6
Lots 1 through 5, Block 7

UNPLATTED TRACTS

Residential Tract - All of the following described tract of land lying in the Northwest Quarter, Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter, thence along the West line of said Northwest Quarter on a Kansas Coordinate System 1983 South Zone Grid Bearing of S00°44'22"E, 108.12 feet; thence N88°58'04"E 30.00 feet to the **POINT OF BEGINNING**, thence N88°58'04"E, 949.55 feet; thence S21°56'19"E, 476.30 feet; thence S88°43'30"W, 216.72 feet; thence S00°44'11"E, 743.43 feet; thence S89°15'49"W, 905.02 feet; thence N00°44'22"W, 1184.62 feet to the **POINT OF BEGINNING**. **EXCEPT**; the North 475 feet thereof. Said tract **CONTAINS**: 644,342 square feet or 14.79 acres of land, more or less.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 25 through 36, Block 1; COUNTRY HOLLOW ADDITION shall each pay 36/10,000 of the total cost payable by the improvement district. Lots 12 through 19, Block 4; Lots 25 through 46, Block 5; Lots 1 through 14, Block 6; and Lots 1 through 5, Block 7; COUNTRY HOLLOW ADDITION shall each pay 44/10,000 of the total cost payable by the improvement district. Lot 37, Block 1; COUNTRY HOLLOW ADDITION shall pay 174/10,000 of the total cost payable by the improvement district. Lots 37 and 38, Block 2; Lots 7 through 11, Block 4; and Lots 20 through 28, Block 4; COUNTRY HOLLOW ADDITION shall each pay 174/10,000 of the total cost payable by the improvement district. Lots 1 through 24, Block 5; COUNTRY HOLLOW ADDITION shall each pay 173/10,000 of the total cost payable by the improvement district. The UNPLATTED RESIDENTIAL TRACT shall pay 346/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

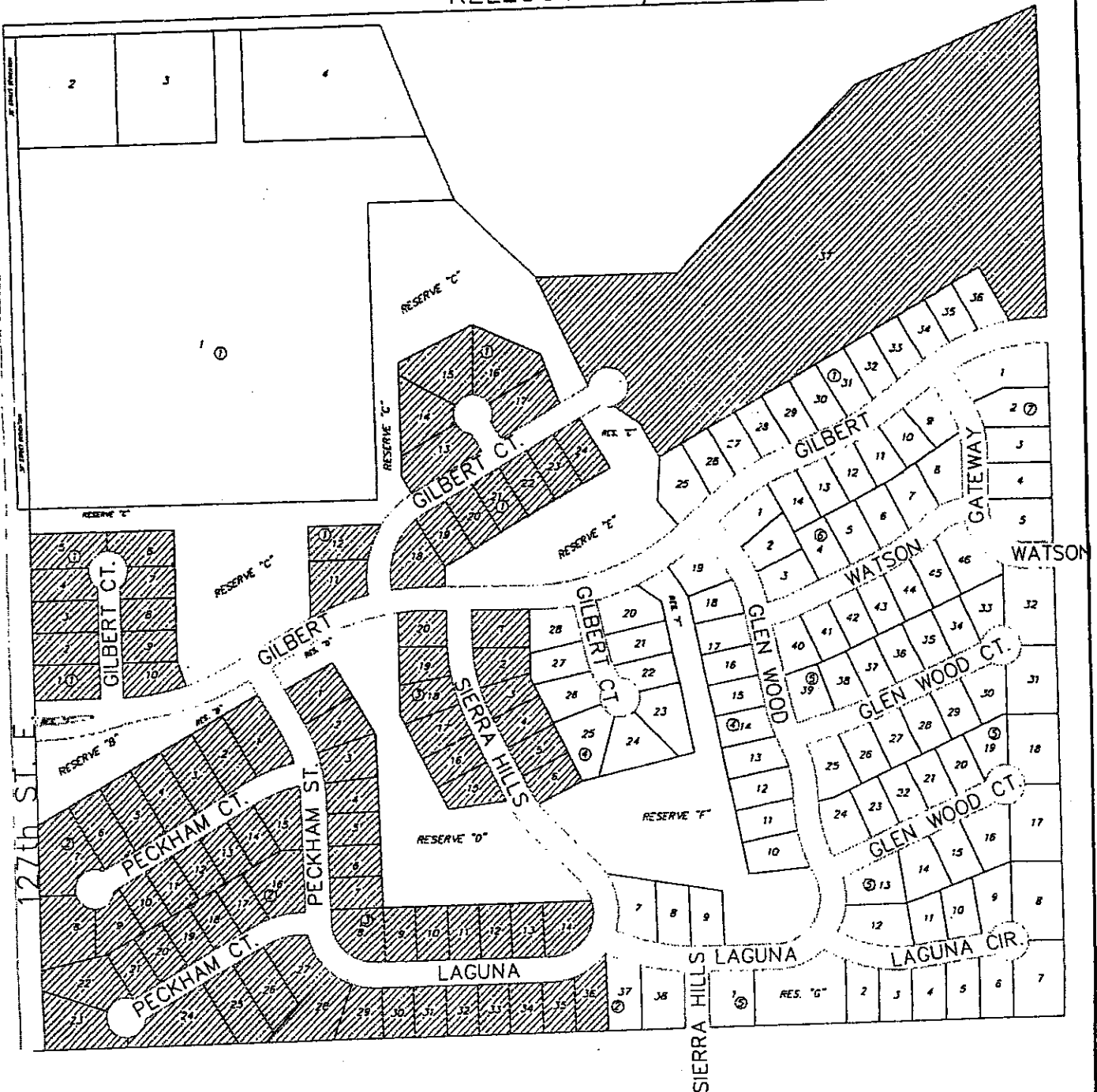
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

COUNTRY HOLLOW ADDITION

KELLOGG ST./US 54



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)
 19



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
- To Initiate Project ☐
- To Revise Project ☒
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/19/2007	4. Project Description & Location Laguna, etc paving in Country Hollow Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised	

12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.		\$508,000		\$508,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		\$508,000		\$508,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required ☐ Yes ☐ No ☐

Lot Split ☐ Yes ☐ No ☐




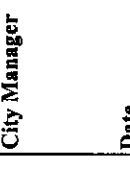
Petition ☒ Yes ☐ No ☐

Ordered by WCC ☐ Yes ☐ No ☐

Remarks: 100% Petition 472-84351

13. Recommendation:

Approve the petition and adopt the resolution

Division Head 	Department Head 	Budget Officer 	City Manager 
Date	Date	Date	Date

APR - 3 '08

PAVING PETITION
PHASE 2

CITY CLERK OFFICE

To the Mayor and City Council
 Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

COUNTRY HOLLOW ADDITION

Lots 25 through 37, Block 1;
 Lots 37 & 38, Block 2;
 Lots 7 through 28, Block 4;
 Lots 1 through 46, Block 5;
 Lots 1 through 14, Block 6;
 Lots 1 through 5, Block 7;

472-84351

UNPLATTED TRACTS

Residential Tract - All of the following described tract of land lying in the Northwest Quarter, Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter, thence along the West line of said Northwest Quarter on a Kansas Coordinate System 1983 South Zone Grid Bearing of S00°44'22"E, 108.12 feet; thence N88°58'04"E 30.00 feet to the **POINT OF BEGINNING**, thence N88°58'04"E, 949.55 feet; thence S21°56'19"E, 476.30 feet; thence S88°43'30"W, 216.72 feet; thence S00°44'11"E, 743.43 feet; thence S89°15'49"W, 905.02 feet; thence N00°44'22"W, 1184.62 feet to the **POINT OF BEGINNING**.

EXCEPT; the North 475 feet thereof.

Said tract **CONTAINS**: 644,342 square feet or 14.79 acres of land, more or less.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Laguna/Glen Wood, from west line of Lot 7, Block 4 to the south line of Lot 12, Block 4; Paving Sierra Hills from the south line of Laguna to the south line of Lot 1, Block 5; Paving Glen Wood Court serving Lots 13 through 24, Block 5 from the east line of Glen Wood to and including the cul-de-sac; Paving Laguna Circle serving Lots 2 through 12, Block 5 from the east line of Laguna to and including the cul-de-sac; Gilbert Court serving Lots 20 through 28, Block 4 from the south line of Gilbert to and including the cul-de-sac; and Paving Gilbert from the west line of Lot 28, Block 4 to the east line of Lot 20, Block 4. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by

the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement is Five Hundred Eight Thousand Dollars (\$508,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 25 through 36, Block 1; and Country Hollow Addition shall each pay 36/10,000 of the total cost payable by the improvement district. Lots 12 through 19, Block 4; Lots 25 through 46, Block 5; Lots 1 through 14, Block 6; and Lots 1 through 5, Block 7; Country Hollow Addition shall each pay 44/10,000 of the total cost payable by the improvement district. Lot 37, Block 1; Country Hollow Addition shall pay 174/10,000 of the total cost payable by the improvement district. Lots 37 & 38, Block 2; Lots 7 through 11, Block 4; and Lots 20 through 28, Block 4; Country Hollow Addition shall each pay 174/10,000 of the total cost payable by the improvement district. Lots 1 through 24, Block 5; Country Hollow Addition shall each pay 173/10,000 of the total cost payable by the improvement district. The Unplatted Residential Tract shall pay 346/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

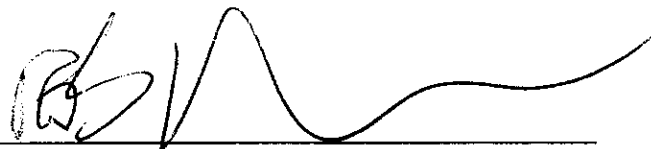
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>COUNTRY HOLLOW ADDITION</u> Lots 25 through 37, Block 1; Lots 37 & 38, Block 2; Lots 7 through 28, Block 4; Lots 1 through 46, Block 5; Lots 1 through 14, Block 6; and Lots 1 through 5, Block 7; Country Hollow Addition, an addition to Wichita, Sedgwick County, Kansas.	RITCHIE DEVELOPMENT CORPORATION A Kansas Corporation 	
	By: _____ Rob Ramseyer, Vice President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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UNPLATTED RESIDENTIAL TRACT

All of the following described tract of land lying in the Northwest Quarter, Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:


COMMENCING at the Northwest corner of the Northwest Quarter, thence along the West line of said Northwest Quarter on a Kansas Coordinate System 1983 South Zone Grid Bearing of S00°44'22"E, 108.12 feet; thence N88°58'04"E 30.00 feet to the **POINT OF BEGINNING**, thence N88°58'04"E, 949.55 feet; thence S21°56'19"E, 476.30 feet; thence S88°43'30"W, 216.72 feet; thence S00°44'11"E, 743.43 feet; thence S89°15'49"W, 905.02 feet; thence N00°44'22"W, 1184.62 feet to the **POINT OF BEGINNING**.

EXCEPT; the North 475 feet thereof.

Said tract **CONTAINS**: 644,342 square feet or 14.79 acres of land, more or less.

RITCHIE DEVELOPMENT CORPORATION
A Kansas Corporation

By:



Rob Ramseyer, Vice President

**COUNTRY HOLLOW ADDITION
PAVING PETITION
PHASE 2
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
5" AC Pavement	7500	SY	\$ 39.00		\$ 292,500.00
6" AC Pavement	900	SY	\$ 33.00		\$ 29,700.00
Sidewalk	6650	SF	\$ 3.00		\$ 19,950.00
			Contingencies @ 10% +/-		\$ 34,215.00
			Construction Total		\$ 376,365.00
			35% Engineering, Administration, Etc.		\$ 131,727.75
			TOTAL		\$ 508,092.75

For Petition Use \$508,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia A. Wornack
Authorized Signature

411 N. Webb Road



Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 3rd day of April 20 08.

Robert J. Adlock
Deputy City Clerk

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council Members

SUBJECT: Street Closure of 119th Street West ½ mile north of Kellogg for Culvert Replacement (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: A drainage culvert that passes beneath 119th Street West has collapsed to the point that it restricts flow and has caused the pavement above to settle. Repairs will require removal and replacement of the culvert and the pavement above it. This will require closure of 119th Street West at a point ½ mile north of Kellogg for one day. The target date for repairs is April 29, 9 a.m. to 4 p.m., weather permitting.

Electronic message boards advising motorists of the planned closure will be placed north of Kellogg and south of Maple a few days before the repairs begin. 119th Street West access north of the closure will be from Maple Street while access south from the closure will be from Kellogg. If this work is delayed due to weather conditions, repairs will be accomplished the next day or as soon as weather allows.

Analysis: 119th Street West at this location is a narrow two-lane street. Performing the work while carrying traffic would create hazards for the workers and for motorists, as well doubling the time required for the repairs.

Financial Considerations: City crews will make the repairs. Contracted work is not required.

Legal Considerations: Failure to repair the damage could expose the City to increased liability for damages to vehicles.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining a safe and dependable transportation system.

Recommendation/Action: It is recommended that the City Council approve the street closure.

Attachments: Map.

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council Members

SUBJECT: Street Closure of 119th Street West ½ mile north of Kellogg for Culvert Replacement (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

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Recommendation: Approve the street closure.

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Electronic message boards advising motorists of the planned closure will be placed north of Kellogg and south of Maple a few days before the repairs begin. 119th Street West access north of the closure will be from Maple Street while access south from the closure will be from Kellogg. If this work is delayed due to weather conditions, repairs will be accomplished the next day or as soon as weather allows.

Analysis: 119th Street West at this location is a narrow two-lane street. Performing the work while carrying traffic would create hazards for the workers and for motorists, as well doubling the time required for the repairs.

Financial Considerations: City crews will make the repairs. Contracted work is not required.

Legal Considerations: Failure to repair the damage could expose the City to increased liability for damages to vehicles.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining a safe and dependable transportation system.

Recommendation/Action: It is recommended that the City Council approve the street closure.

Attachments: Map.

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services (District I)

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter William Latimer with, Oz Racing is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Johnson's Garden Center Cyclefest, May 4, 2008 8:00 am – 2:00 pm

§ Great Plains Ventures Business Park, Inc. 5200 E. 35th Street North.
Please see attached map.

Client will arrange to remove blockades as necessary to allow business owners and emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

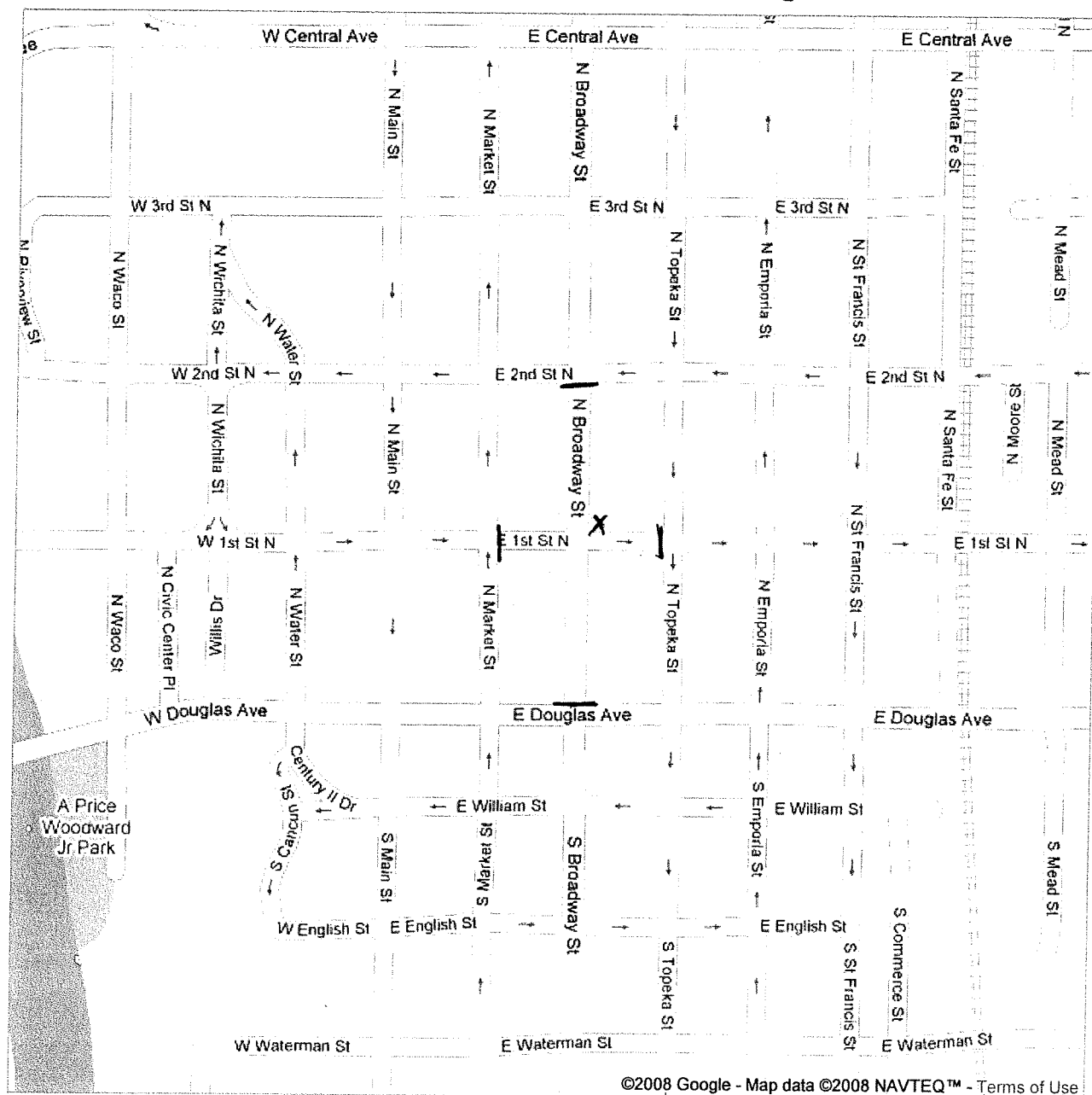
Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Text the word "GMAPS" to 466453



2008 Orpheum Car Show
Street Closures
for
May 4th
Closing to begin at midnight

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services (District VI)

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Stephanie Flaming, Orpheum Performing Arts Center is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2008 Orpheum Street Car Show May 4, 2008 12:00 pm – 7:00 pm

- First Street, Market to Topeka – not including intersections.
 - Broadway, Douglas to Second Street – not including intersections.
- Please see attached map.

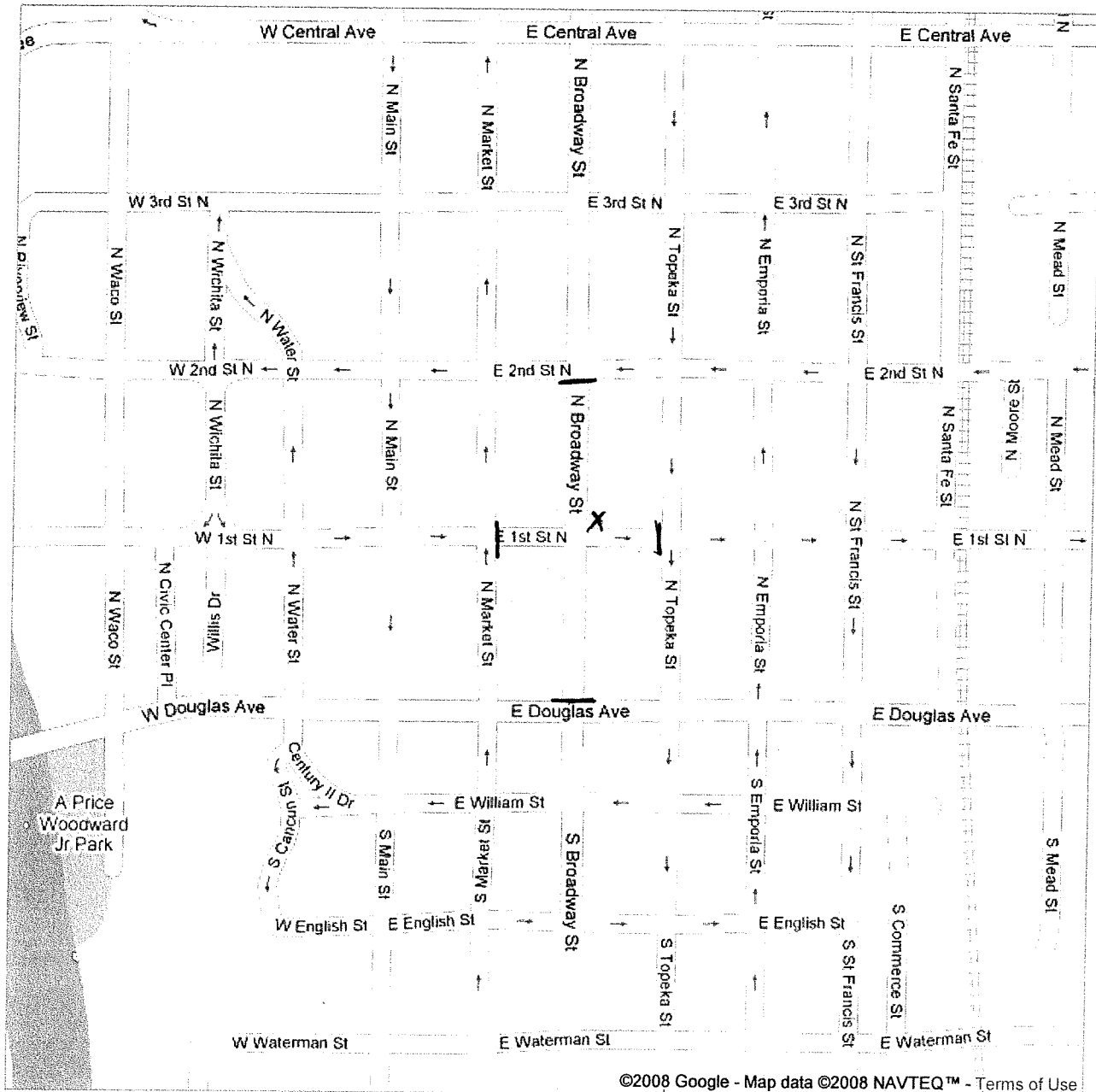
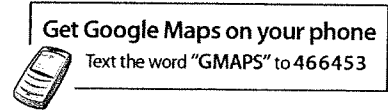
Client will arrange to remove blockades as necessary to allow business owners and emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



2008 Orpheum Car Show
Street Closures
for
May 4th
Closing to begin at midnight

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services (District I)

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Special Olympics Kansas is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2008 Special Olympics Summer Games Fireworks Finale, May 30, 2008 7:00 pm – 10:00 pm
§ 21st Street North, Hillside to Yale Street, not including intersections.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

PROJECT NO. 15-87 U-2192-01
KLINK 1R RESURFACING PROJECT
CMS CONTRACT NO. 017085025
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: DEBRA L. MILLER, Secretary of Transportation, hereinafter referred to as the "Secretary", Kansas Department of Transportation (KDOT)

The City of Wichita, Kansas, hereinafter referred to as the "City"

PURPOSE: The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project from the South City Limits to the junction with I-135/US-81 (SBL only), a city connecting link for State Highway K-15 in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

EFFECTIVE

DATE: The parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

DEFINITIONS

City Connecting Link - a routing inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods for the KLINK 1R Resurfacing Program for a section of the city street as described in the current KDOT Project Authorization Form 883.

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as follows: from the South City Limits to the junction with I-135/US-81 (SBL only), or as described in the current KDOT Project Authorization Form 883.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulders are eligible as participating bid items if the existing shoulder surface is paved. Traffic loop replacement is eligible on the connecting link and to the end of the return on a sidestreet. Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary that installation of such a system will be less expensive than replacing and maintaining traffic signal loops.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter, overlay of curb and gutter, storm sewers, construction or repair of driveways or sidewalks, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, traffic loop replacement outside the end of the return on a sidestreet, work performed outside the Project termini, work performed outside the city limits, and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

TERMS OF AGREEMENT

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$200,000, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$400,000. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items that are not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, and after receipt of proper billing and attestation in writing by a licensed professional engineer employed by the City the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE II

THE CITY AGREES:

1. The participating Project limits as described in the Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing along the Project. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.
2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.
3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.
4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses that either the Secretary or the City or both incur in defending the claim.
5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To provide and follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit three (3) sets of preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT, Bureau of Local Projects no later than March 1 of the Project's programmed fiscal year. Project PPS&E received later than March 1 of the programmed fiscal year shall require an official letter from the City to move the Project into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and that it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees that it will require that any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD)

12. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City shall receive a Final Review of PS&E letter from the KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City advertises the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E letter from the KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish the KDOT one (1) set of reduced sized final design plans for its records.

The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

The City agrees, immediately after the Project is let, to inform the KDOT Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount. The City agrees to submit three (3) sets of the Bid Tabulations, Notice of Award, and Signed Contract Documents to the KDOT Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to beginning any construction on the Project. **Any work completed prior to receipt of a "Notice of Work Starting" shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance, Topeka, Kansas.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK 1R Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in writing to the KDOT Area Engineer the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project by completion of D.O.T. Form 232.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

ARTICLE III

THE SECRETARY AND THE CITY MUTUALLY AGREE:

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" that require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree that as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. Any of the following Project changes require the City to send a formal letter to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length

- c. Project location
- d. Project scope

Items b, c, and d require an attached map that is to scale.

It is further mutually agreed during construction, the City shall inform the Secretary in writing of any changes in the plans and specifications.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT that were incurred prior to the termination of the Agreement.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

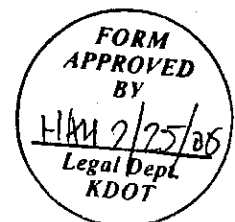
MAYOR

(SEAL)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

The above instrument approved as to form
this 25th day of March, 2008
Greg [Signature]
City Attorney

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer



**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services (District IV, VI)

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Kelsey Metzinger, Historic Delano, Inc. is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rumble in Delano Car Show, May 30, 2008, 6:00 pm – 12:00 am

- Douglas Avenue, Sycamore to Osage – including roundabout.
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

PROJECT NO. 15-87 U-2192-01
KLINK 1R RESURFACING PROJECT
CMS CONTRACT NO. 017085025
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: DEBRA L. MILLER, Secretary of Transportation, hereinafter referred to as the "Secretary", Kansas Department of Transportation (KDOT)

The City of Wichita, Kansas, hereinafter referred to as the "City"

PURPOSE: The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project from the South City Limits to the junction with I-135/US-81 (SBL only), a city connecting link for State Highway K-15 in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

EFFECTIVE

DATE: The parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

DEFINITIONS

City Connecting Link - a routing inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods for the KLINK 1R Resurfacing Program for a section of the city street as described in the current KDOT Project Authorization Form 883.

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as follows: from the South City Limits to the junction with I-135/US-81 (SBL only), or as described in the current KDOT Project Authorization Form 883.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulders are eligible as participating bid items if the existing shoulder surface is paved. Traffic loop replacement is eligible on the connecting link and to the end of the return on a sidestreet. Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary that installation of such a system will be less expensive than replacing and maintaining traffic signal loops.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter, overlay of curb and gutter, storm sewers, construction or repair of driveways or sidewalks, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, traffic loop replacement outside the end of the return on a sidestreet, work performed outside the Project termini, work performed outside the city limits, and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

TERMS OF AGREEMENT

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$200,000, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$400,000. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items that are not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, and after receipt of proper billing and attestation in writing by a licensed professional engineer employed by the City the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE II

THE CITY AGREES:

1. The participating Project limits as described in the Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing along the Project. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.
2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.
3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.
4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses that either the Secretary or the City or both incur in defending the claim.
5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To provide and follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit three (3) sets of preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT, Bureau of Local Projects no later than March 1 of the Project's programmed fiscal year. Project PPS&E received later than March 1 of the programmed fiscal year shall require an official letter from the City to move the Project into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and that it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees that it will require that any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD)

12. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City shall receive a Final Review of PS&E letter from the KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City advertises the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E letter from the KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish the KDOT one (1) set of reduced sized final design plans for its records.

The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

The City agrees, immediately after the Project is let, to inform the KDOT Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount. The City agrees to submit three (3) sets of the Bid Tabulations, Notice of Award, and Signed Contract Documents to the KDOT Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to beginning any construction on the Project. **Any work completed prior to receipt of a "Notice of Work Starting" shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance, Topeka, Kansas.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK 1R Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in writing to the KDOT Area Engineer the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project by completion of D.O.T. Form 232.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

ARTICLE III

THE SECRETARY AND THE CITY MUTUALLY AGREE:

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" that require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree that as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. Any of the following Project changes require the City to send a formal letter to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length

- c. Project location
- d. Project scope

Items b, c, and d require an attached map that is to scale.

It is further mutually agreed during construction, the City shall inform the Secretary in writing of any changes in the plans and specifications.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT that were incurred prior to the termination of the Agreement.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

The above instrument approved as to form
this 25th day of March, 2008
Greg [Signature]
City Attorney

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer



City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Street Resurfacing Project on Southeast Boulevard (K-15) from the South City Limits to I-135/US-81 (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) has available a street resurfacing (KLINK) program for cities which have highway connecting links within their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal year 2008 funds in the amount of \$200,000 have been allocated for a resurfacing project on Southeast Boulevard from the South City Limits to the junction with I-135/US-81.

Analysis: The estimated total cost of this project is \$400,000. The attached Agreement provides that KDOT will reimburse the City in the amount of fifty percent of the approved construction cost including construction engineering and contingencies, but not to exceed a maximum of \$200,000.

Financial Considerations: Funding in the amount of \$200,000 is available in the Street Maintenance Operating budget for the local portion of the cost of this project.

Goal Impact: This Agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Waterfront Residential & Waterfront 6th Additions (north of 13th, west of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the drainage improvements in Waterfront Residential & Waterfronts 6th Additions on November 6, 2007. On January 8, 2008 the City approved an Agreement with MKEC Engineering Consultants, Inc. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the inspection and staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$116,050 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 8, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 8, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements **in WATERFRONT RESIDENTIAL & WATERFRONT 6TH ADDITIONS** (north of 13th, west of Greenwich).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER SEWER NO. 638 serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition (north of 13th, west of Greenwich) (Project No. 468 84423).

STORM WATER DRAIN NO. 342 serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 4, Block 1, except the west 178.5 feet of the south 505.5 feet of Lot 1, Block 1, Waterfront 6th Addition and Unplatted Tract (north of 13th, west of Greenwich) (Project No. 468 84449).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines.

Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84423	<u>\$93,450.00</u>
468 84449	<u>\$22,600.00</u>
TOTAL	<u>\$116,050.00</u>

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Street Paving in Crestlake Addition (north of Central, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On February 6, 2007, the City Council approved a construction contract with Cornejo and Sons, Inc. for street paving in Crestlake Addition. After the work began, it was determined that valley gutters at the two entrances to the development should be constructed of concrete rather than asphalt.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$16,619 with the total paid by Special Assessments. The original contract amount is \$355,024. This Change Order represents 4.68% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing required paving improvements for new development.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



March 10, 2008

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: Bracken/Troon/Woodridge, Bracken Court, Troon Court, White Tail, Crestlake Addition (north of Central, west of 127th St. E)

Change Order No.: 1

Project No.: 472-84406

Purchase Order No.: 700131

OCA No.: 765994

CHARGE TO OCA No.: 765994

PPN: 490111

Please perform the following extra work at a cost not to exceed \$16,619.03

Concrete valley gutters are needed at the two entrances of Crestlake Addition, in lieu of asphalt valley gutters.

ADD:

Valley Gutter Removal	3233.21 sf	@	\$1.00	=	\$3,233.21
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OVERRUN:

RCVG Pvmt (7")	316.80 sy	@	\$39.00	=	\$12,355.20
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AC Pvmt 5" (3" Bit Base)	42.44 sy	@	\$10.50	=	\$445.62
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Mono Edge Curb	130 lf	@	\$4.50	=	<u>\$585.00</u>
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TOTAL				=	\$16,619.03
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CIP Budget Amount: \$497,000.00

Original Contract Amt.: \$355,024.05

Consultant: R&B

Current CO Amt.: \$16,619.03

Total Exp. & Encum. To Date: \$432,094.62

Amt. of Previous CO's: \$0.00

CO Amount: \$16,619.03

Total of All CO's: \$16,619.03

Unencum. Bal. After CO: \$48,286.35

% of Orig. Contract / 25% Max.: 4.68%

Adjusted Contract Amt.: \$371,643.08

Recommended By:

Approved:

Lawrence Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
April 22, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 2219 North Broadway for the Intersection Improvement Project at 21st and Broadway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On September 11, 2007, the City Council approved the roadway intersection improvement of 21st and Broadway. The project will provide left turn lanes at all four approaches to the intersection, existing pavement will be replaced and the traffic signal system will be upgraded. The project requires the acquisition of seven properties in addition to three partial acquisitions. All of the properties are improved and zoned for commercial use. The partial acquisition from 2219 North Broadway involves a tapering strip of land along Broadway. It is at its widest, 13.43 feet, at the south property line tapering to a point on the north. The proposed area contains 871 square feet. The site consists of 17,860 square feet and a 5,500 square foot, freestanding retail building. The building is standing apart from the acquisition area. A commercial billboard, store advertising sign and perimeter fence are located within the acquisition area. These items will require relocation.

Analysis: The proposed acquisition appraised for \$3,600, or \$4.10 per square foot. The owner agreed to accept the appraised offer. In addition, the owner agreed to accept \$15,011 for actual costs to relocate the perimeter fence, driveway gate and store advertising sign. To relocate said sign, the sign must conform to the current City zoning code. The store advertising sign is legal non-conforming prior to the City's proposed acquisition thus requiring the owner to install a new sign. It is anticipated that the billboard will be allowed to be reset on private property.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$30,000 is requested. This includes \$3,600 for acquisition, \$25,400 for eligible relocation benefits paid to the owner and the tenant, and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial and real estate purchase agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between, Cy's TV Service, Inc, a Kansas Corporation and Cyril V. Gruenbacher, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

Commencing at the southwest corner of Lot 27, Block 1, Highland Addition to Wichita, KS; thence N89°08'51"E, 138.88 feet along the south line of said Lot 27 to the point of beginning; thence N00°38'56"E, 63.43 feet to a point on the existing west right of way of Broadway as condemned in Condemnation Ordinance #5626, said right of way being a 1°56' curve to the left and having a radius of 2963.72 feet; thence along said curve 63.96 feet through a central angle of 01°14'11", with a chord of 63.96 feet, bearing S08°23'49"E to a point on the south line of said Lot 27; thence S89°08'51"W, 10.06 feet along said south line to the point of beginning.

and

Commencing at the southwest corner of Lot 31, Block 1, Highland Addition to Wichita, Kansas; thence N89°09'29"E, 143.05 feet along the south line of said Lot 31 to the Point of Beginning; thence N06°06'15"W, 47.17 feet; thence N00°38'56"E, 3.03 feet to a point lying on the north line 29, said Addition; thence N89°08'51"E, 10.06 feet along said north line to the existing west right of way of Broadway as condemned in Condemnation Ordinance #5626, said right of way being a 1°56' curve to the left and having a radius of 2963.72 feet; thence along said curve and said right of way 50.59 feet through a central angle of 00°58'41", with a chord of 50.59 feet bearing S09°30'15"E to a point on the south line of said Lot 31; thence S89°09'29"W, 13.43 feet along said south line to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property the sum of Three Thousand Six Hundred Dollars and No Cents (\$3,600.00) in the manner following, to-wit: cash at closing.
3. Seller agrees, as part of this contract, to relocate all items of personal property located within the proposed acquisition area. Buyer hereby agrees to reimburse Seller for these moving costs based on actual performance estimates. These relocation costs shall be paid when Seller submits a Claim For Moving Reimbursement, Non-Residential form.
4. A complete abstract of title certified to date, or a title insurance commitment to insure to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence will be ordered by the Buyer,

at its cost, for examination as promptly and expeditiously as possible. It is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 9, 2008.

7. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer.

Buyer will pay 100% closing costs.

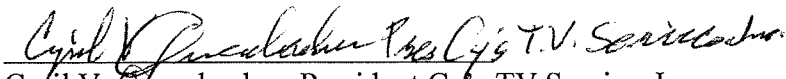
10. Site Assessment

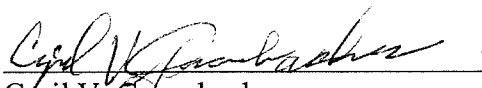
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

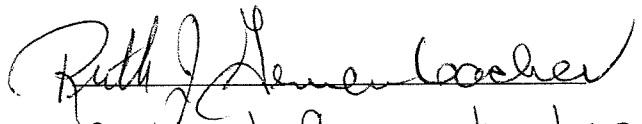
B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Cyril V. Gruenbacher, President Cy's TV Service, Inc.


Cyril V. Gruenbacher


Ruth J. Gruenbacher

BUYER:

By Direction of the City Council

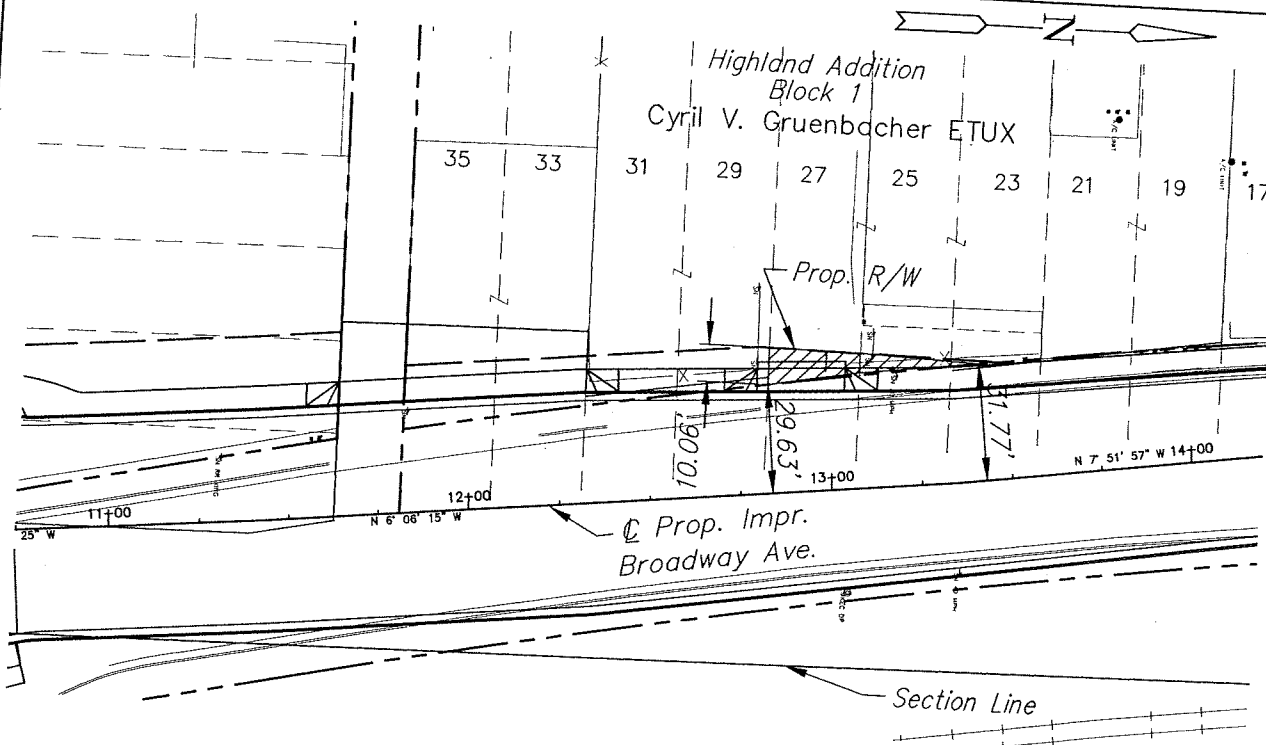
ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

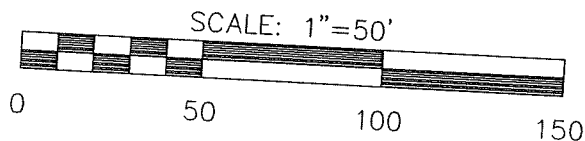


LEGAL DESCRIPTION:

Right of Way:

Commencing at the southwest corner of Lot 27, Block 1, Highland Addition to Wichita, Kansas; thence N89°08'51"E, 138.88 feet along the south line of said Lot 27 to the Point of Beginning; thence N00°38'56"E, 63.43 feet to a point on the existing west right of way of Broadway as condemned in Condemnation Ordinance #5626, said right of way being a 1°56' curve to the left and having a radius of 2963.72 feet; thence along said curve 63.96 feet through a central angle of 01°14'11", with a chord of 63.96 feet, bearing S08°23'49"E to a point on the south line of said Lot 27; thence S89°08'51"W, 10.06 feet along said south line to the Point of Beginning.

Said parcel of land contains 276 square feet, more or less.



LEGEND:

Right of Way Take
= 276 Sq. Ft.

Owner:

Cyril V. Gruenbacher
2219 N. Broadway
Wichita, KS 67203

Property Identification:

A 2827, A 2828

TRACT 9

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MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

**21ST STREET N. & BROADWAY AVENUE
INTERSECTION IMPROVEMENTS**

PROJECT NAME

RIGHT OF WAY TRACT MAP

SHEET TITLE

DESIGN BY.

JSB/TLT

DRAWN BY.

JCM

CHECKED BY.

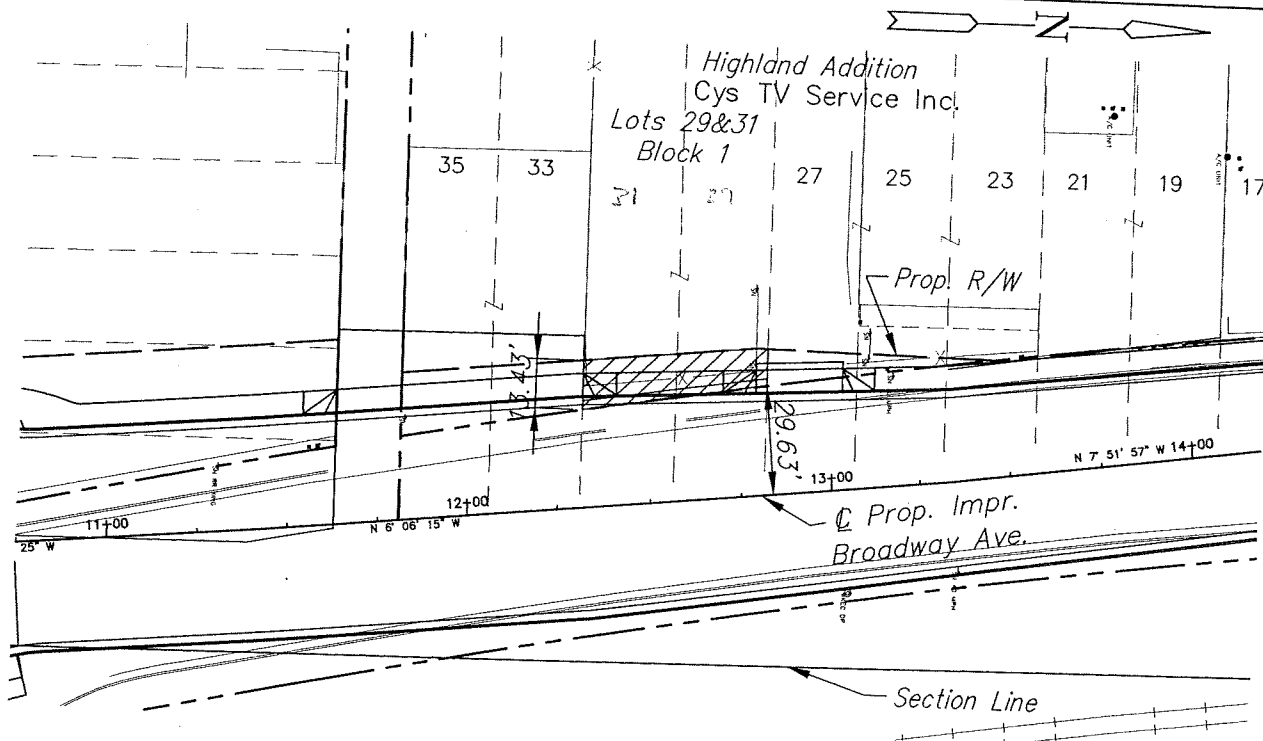
MAR. 2007

DATE

JOB NO.

1 / 1

SHEET/OF

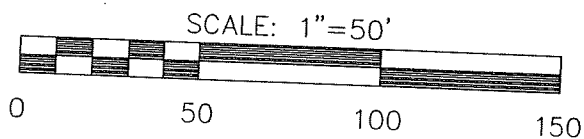


LEGAL DESCRIPTION:


Right of Way:

Commencing at the southwest corner of Lot 31, Block 1, Highland Addition to Wichita, Kansas; thence N89°09'29"E, 143.05 feet along the south line of said Lot 31 to the Point of Beginning; thence N06°06'15"W, 47.17 feet; thence N00°38'56"E, 3.03 feet to a point lying on the north line of 29, said Addition; thence N89°08'51"E, 10.06 feet along said north line to the existing west right of way of Broadway as condemned in Condemnation Ordinance #5626, said right of way being a 1°56' curve to the left and having a radius of 2963.72 feet; thence along said curve and said right of way 50.59 feet through a central angle of 00°58'41", with a chord of 50.59 feet bearing S09°30'15"E to a point on the south line of said Lot 31; thence S89°09'29"W, 13.43 feet along said south line to the point of beginning.

Said parcel of land contains 592 square feet, more or less.



LEGEND:

 Right of Way Take
= 592 Sq. Ft.

Owner:

Cy's TV Service Inc.
2219 N. Broadway
Wichita, KS 67203

Property Identification:

A 2829

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MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

**21ST STREET N. & BROADWAY AVENUE
INTERSECTION IMPROVEMENTS**
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

DESIGN BY:	JSB/TLT	JCM
DRAWN BY:		CHECKED BY:
DATE	APRIL 2007	1 / 1
JOB NO.		SHEET/OF

TRACT 10

9-27-07

2219 North Broadway



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Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**City of Wichita
City Council Meeting
April 22, 2008**

Agenda Report No.

TO: Mayor and City Council
SUBJECT: Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of the claim.

Background: This claim results from a motor vehicle accident on December 5, 2006 between a private vehicle and a truck driven by a City of Wichita Park and Recreation employee while on duty. Liability on the part of the city appears clear.

Analysis: After investigating the claim, evaluating the extent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a payment of \$42,500 to the vehicle driver in settlement of her personal injury claims arising out of this accident. Her automobile carrier will have a remaining claim for the property loss of her vehicle. The property matter will be resolved at a later time. Settlement would include a full release of liability for the City and the City employee and resolution of existing hospital liens. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment of \$42,500 is from the Tort Claims Fund.

Goal Impact: Settlement of this claim contributes to the City goal of providing a safe and secure community.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$42,500 as full settlement of all possible claims from the vehicle passenger arising out of the transactions which are the subject of this claim.

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, III, and IV)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor, or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on May 9, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the January 2008 bonds sold. The principal and interest will then be spread for 1-year and placed on the 2008 tax roll.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
1055 N Poplar	demolition (condemnation)	\$6,000.72	I
1645 N Mathewson	gas services removal	\$358.79	I
1927 E Looman	gas services removal	\$358.79	I
1054 N Grove	demolition (condemnation)	\$5,579.50	I
2302 N Piatt	demolition (condemnation)	\$1,183.00	I
1151 N Volutsia	demolition (condemnation)	\$6,033.50	I
2326 E Mossman	demolition (condemnation)	\$2,720.00	I
1242 N Grove	demolition (condemnation)	\$22,251.43	I
1241 N Green	demolition (condemnation)	\$4,923.77	I
1151 N Volutsia	gas services removal	\$355.27	I
2034 N Waco	demolition (condemnation)	\$4,827.50	VI
2736 S Holyoke	demolition (condemnation)	\$4,065.00	III
2736 S. Holyoke	gas services removal	\$315.00	III
1054 N. Grove	gas services removal	\$355.27	I
1242 N. Grove	gas services removal	\$355.27	I
2026 E Random	demolition (condemnation)	\$2,995.00	I
1326 N Erie	demolition (condemnation)	\$3,535.00	I
212 N Madison	demolition (condemnation)	\$4,548.00	I
2535 N Chautauqua	demolition (condemnation)	\$6,086.80	I
912 N Cleveland	demolition (condemnation)	\$4,969.00	I
937 N Indiana	demolition (condemnation)	\$6,791.00	I
1037 N Green	demolition (condemnation)	\$680.00	I
1000 S Martinson	emergency board-up	\$182.78	IV
2408 E Graham	emergency board-up	\$171.76	I
1646 N Chautauqua	emergency board-up	\$216.24	I
1139 N. Fairview	emergency board-up	\$264.96	VI
1040 S. Vassar	emergency board-up	\$399.08	III
2408 E. 12 th St.	emergency board-up	\$414.83	I
1006 N. Grove	emergency board-up	\$167.37	I
1122 N. Grove	emergency board-up	\$97.82	I
2701 E. Mossman	emergency board-up	\$356.01	I
1806 E. 12th	emergency board-up	\$211.37	I
2011 E. 21st	emergency board-up	\$366.46	I
1101 N. Cleveland	emergency board-up	\$176.80	I
2922 E 16 th St. N.	emergency board-up	\$143.14	I
2601 N Spruce	emergency board-up	\$118.44	I
1238 N Green	emergency board-up	\$106.06	I
1105 N. Cleveland	emergency board-up	\$119.86	I
3138 N Park Place	emergency board-up	\$183.05	VI
1511 N Hydraulic	emergency board-up	\$84.00	I
4338 E Wilma	emergency board-up	\$992.58	III
1702 N Estelle	emergency board-up	\$108.77	I
1122 S Topeka	emergency board-up	\$196.47	I
2116 S Broadway	emergency board-up	\$135.27	III
1701 N Lorraine	emergency board-up	\$136.49	I
1433 N Fountain	emergency board-up	\$129.08	I
5821 E Mainsgate	emergency board-up	\$151.04	I
405 W University	emergency board-up	\$143.93	IV
2408 E 12 th St	emergency board-up	\$110.76	I
2649 N Spruce	emergency board-up	\$151.27	I

3811 W Taft	emergency board-up	\$155.26	IV
1000 S Martinson	emergency board-up	\$148.70	IV
4239 E Menlo	emergency board-up	\$210.21	III
2709 E 24 th St. N.	emergency board-up	\$118.71	I
2211 N Minneapolis	emergency board-up	\$118.65	I
914 N Cleveland	emergency board-up	\$119.09	I
856 N Oliver	emergency board-up	\$127.76	I
1238 N Green	emergency board-up	\$177.61	I
2807 E Stadium	emergency board-up	\$210.96	I
1437 S Wichita	emergency board-up	\$211.04	I
1609 S Lulu	emergency board-up	\$616.91	I
708 N Minneapolis	emergency board-up	\$185.67	I
1328 N Lorraine	emergency board-up	\$153.88	I
607 N Grove	emergency board-up	\$169.96	I
1735 S Broadway	emergency board-up	\$240.03	III

____ Published in the Wichita Eagle on May 9, 2008

-ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOTS 1030-1032 WICHITA ST. LEWELLEN ADD. 46229-2492	264.96	A 01160 WASHINGTON, TRACY APT D 1232 SUNNYBROOK CT INDIANAPOLIS IN
LOTS 30-32-34 WICHITA ST. FITZGERALD'S 2ND. ADD.	211.04	A 06390 TRIMMELL, JACK R ETUX 1437 S WICHITA WICHITA KS 67213-5249
LOTS 78-80 LAWRENCE AVE T VO ENGLISH 6TH. ADD.	240.03	A 06861 NGUYEN, UT V & HUONG 1735 S BROADWAY WICHITA KS 67211-4122
LOTS 10-11 BLOCK 22 JONES PARK ADD. 7716	183.05	A 12890 TRAIL, THELMA R % THELMA R. INMAN 19247 US HIGHWAY 160 WINFIELD KS 67156-
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE.	185.67	B 028200001 WASHINGTON, LOZANDO

OAKLAND ADD.		1139 N FAIRVIEW WICHITA KS 67203-3812
LOTS 23-25 CLEVELAND AVE. ELEANOR TILFORD'S 2ND. ADD.	119.09	B 02868 BROWN, EDMOND & 6535 ONEIDA AVE WICHITA KS 67206-1319
LOT 1 & S 18 FT LOT 3 PRIEST'S ADD.	176.80	B 03590 HIEBERT, PATRICK 330 N MAIN WICHITA KS 67203
N 10 FT LOT 3 ALL LOT 5 PRIEST'S ADD. 67147-8830	119.86	B 03591 MUKES, ALEXANDRA K 7722 N HYDRAULIC VALLEY CENTER KS
LOTS 8-10 HYDRAULIC AVE. MILFORD'S REPLAT	84.00	B 03770 WILSON, KENNETH L % CARLOS BOYKINS 1586 N YALE WICHITA KS 67209
LOTS 162-164 BLOCK 10 ORME & PHILLIPS ADD.	196.47	B 04762 BANUELOS, FRANCISCO C 2209 N WACO WICHITA KS 67204-6225
LOTS 13-15 LAWRENCE AVE FARNUM'S SUB	135.27	B 06160 LOAL'S LLC 2356 S WASHINGTON WICHITA KS 67211-5050
LOTS 40-42 STRONG'S SUB. BLK 4 SCHWEITER'S 2ND. ADD.	616.91	B 08280 BOYER, WILLIAM ETUX % GARY G TOMES 1609 S LULU WICHITA KS 67211-4544
LOTS 41-43 STITES NOW GROVE AVE. INC STITES BROS. 2ND. ADD.	169.96	C 00698 P & S ENTERPRISES II 5714 PEMBROOK CIR WICHITA KS 67220-2627
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	211.37	C 010080001 BRIM, MELVIN B ETUX 1748 N ESTELLE WICHITA KS 67214-2230

EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT LLC AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	366.46	C 01525 BUSINESS LOAN CENTER 39TH FLOOR 1633 BROADWAY NEW YORK NY 10019
E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ETAL ALICE'S SUB. MITCHELL	356.01	C 027000001 LAWRENCE, RICHARD L % GWENDOLYN J 829 MILLSTEAD MEMPHIS TN 38122-4230
E 63 FT LOTS 46 & 48 TYLER NOW GROVE ST. MANUEL ZUNIGA ETAL FAIRMOUNT PARK ADD.	414.83	C 027140001 RODRIQUEZ, JUAN 2408 E 12TH ST N WICHITA KS 67213
E 63 FT LOTS 46 & 48 TYLER NOW GROVE ST. MANUEL ZUNIGA ETAL FAIRMOUNT PARK ADD.	110.76	C 027140001 RODRIQUEZ, JUAN 2408 E 12TH ST N WICHITA KS 67213
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	106.06	C 02812 MC KINZIE, BERTHA M 1946 S SEDGWICK ST WICHITA KS 67213-2828
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	177.61	C 02812 MC KINZIE, BERTHA M 1946 S SEDGWICK ST WICHITA KS 67213-2828
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	153.88	C 03055 HONEYCUTT, SHEILA R 1911 N PIATT AVE WICHITA KS 67214-1831
LOTS 13-15 BLOCK 1 ESTERBROOK PARK ADD. 4210	167.37	C 03101 MC GAUGHY, VERL 5807 W CROCUS DR GLENDALE AZ 85306-
LOTS 17-19 BLOCK 6 ESTERBROOK PARK ADD.	97.82	C 03190 PROMISE LLC SUITE 1400 301 N MAIN WICHITA KS 67202-4814

ALL LOTS 49-51 & S 3 FT 6 IN. LOT 53 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	143.14	C 03247 WARD, SCOTT APT 705 4616 N HYDRAULIC ST WICHITA KS 67219-2919
EVEN LOTS 34 TO 40 INC. CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	216.24	C 032620001 HARRIS, LINDA R 3537 N INWOOD CT WICHITA KS 67226-3811
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD. 3364	136.49	C 03280 SAYERS, KENNY V JR 5246 WOODEND KANSAS CITY KS 66106-
S 52 FT LOT 38 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	108.77	C 03562 JDJ PROPERTIES INC % ANTWAIN SCALES 2655 N MADISON WICHITA KS 67219-4623
BEG 131.6 FT N & 196 FT W SE COR NW 1/4 SW 1/4 N 131.6 FT W 135 FT S DIPIKA D 131.6 FT E 135 FT TO BEG EXC S 50.6 FT THEREOF SEC 26-27-1E	399.08	C 11170001A KADAKIA, DEVENDRA & % KEVIN MC VEIGH 1601 W 29TH ST N WICHITA KS 67204-4825
LOT 12 BLOCK G MILLAIR ADD. 3236	118.65	C 12678 STEINMAN, DALE J 24720 IRVING RD HUMBOLDT KS 66748-
W 41 FT LOT 15 & E 37 FT LOT 16 BLOCK 7 SHADYBROOK ADD.	171.76	C 13374 DIXON, CATHY 2410 E GRAHAM WICHITA KS 67214-2147
LOT 3 BLOCK 12 SHADY BROOK ADD.	210.96	C 13430 SMITH, REGINALD PO BOX 2751 WICHITA KS 67201-2751
LOT 1 BLOCK 5 TRAM THI HUYNH EAST HIGHLAND NORTH ADD.	127.76	C 13772 NGUYEN, CHINH VAN & 1129 N PINECREST WICHITA KS 67208-2733

LOT 12 BLOCK P ETUX UNIVERSITY PARK ADD.	129.08	C 15836 DURRINGTON, VICTOR L 3010 SALINAS ABILENE TX 79605-6721
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD. 50595-2020	118.71	C 20912 CARLSON, DUANE 1014 ELM ST WEBSTER CITY IA
S 1 FT LOT 11 & N 50 FT LOT 12 BLOCK 4 TRUST RIDGECREST ADD.	151.27	C 24410 VANDERMARK, FAMILY 2335 S CREST ST WICHITA KS 67207-6325
LOT 20 BLOCK 4 L RIDGECREST ADD.	118.44	C 24418 STEWART, BILLY & OLA 2601 N SPRUCE WICHITA KS 67219-4636
LOT 18 EXC THAT PT E OF LINE 72.15 FT NW OF SE COR EXT NE TO PT 45.4 INCORPORATED FT NW OF NE COR BLOCK F HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	992.58	C 30195 APPLIANCE DOCTOR 4338 WILMA WICHITA KS 67218-3140
LOT 52 BLOCK G HILLTOP MANOR SUB A REPLAT OF PART ANITA F K HILLTOP MANOR & HILLTOP MANOR 2ND.	210.21	C 30275 BROWN, CHRISTOPHER & 1544 N OLIVER WICHITA KS 67208-2223
LOT 1 BLOCK 1 ELIZABETH TOWNSEND WOODLAWN PLACE 3RD. ADD.	151.04	C 39202 OWENS, KWANZAA & 5821 E MAINSGATE WICHITA KS 67220-2702
E 5 FT LOT 19-ALL LOT 20 & W 10 FT LOT 21 UNIVERSITY AVE. WINNE'S ADD.	143.93	D 01787 WILSON, JIMMY RAY 405 W UNIVERSITY AVE WICHITA KS 67213-4513
S 100 FT LOTS 10-11-12 BLOCK 1 LLC MARY MC CORMICK'S 2ND. ADD.	182.78	D 05912 GREENSTEIN PROPERTIES 1000 S MARTINSON

		WICHITA KS 67213
S 100 FT LOTS 10-11-12 BLOCK 1 LLC MARY MC CORMICK'S 2ND. ADD.	148.70	D 05912 GREENSTEIN PROPERTIES 1000 S MARTINSON WICHITA KS 67213
LOT 11 BLOCK 2 EUREKA GARDENS ADD.	155.26	D 06708 SKELTON, DORIS J 3811 TAFT WICHITA KS 67213-2349

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2008** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of May, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

____ Published in the Wichita Eagle on April 22, 2008

-ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE ROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	4,827.50	A 02588 DEBOER, KIPP G 2034 N WACO WICHITA KS 67203-2756
LOTS 27-29 EXC HWY CC-17783 CLEVELAND AVE. TILFORD'S 2ND. ADD.	4,969.00	B 02869 OTT, DARRYL L 1620 N OLIVER WICHITA KS 67208-2225
LOTS 17-19 MOORE'S 2ND. ADD.	6,791.00	B 03070 WILKINS, FRANCES 937 N INDIANA WICHITA KS 67214-3415
LOT 2 J. W. WASHINGTON ADD. BAPTIST CHURCH	358.79	B 14275 ANTIOCH MISSIONARY 1654 N MATHEWSON WICHITA KS 67214-1547
LOT 19 LOCUST NOW MADISON AVE.	4,548.00	C 00491 BURRIES, LYN

PARK PLACE ADD.		212 N MADISON WICHITA KS 67214-4412
LOTS 62-64 TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	22,251.43	C 02718 BURRIES, LYN PO BOX 8241 WICHITA KS 67208-0241
LOTS 62-64 TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	355.27	C 02718 BURRIES, LYN PO BOX 8241 WICHITA KS 67208-0241
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	4,923.77	C 02784 THOMPSON, WILLIAM 1847 N MINNESOTA ST WICHITA KS 67214-1801
LOTS 103-105 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	355.27	C 02898 HILL, NETTIE R 2642 N PERSHING ST WICHITA KS 67220-2564
LOTS 103-105 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	6,033.50	C 02898 HILL, NETTIE R 2642 N PERSHING ST WICHITA KS 67220-2564
LOTS 26-28 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	3,535.00	C 02962 PAYNE, EVERETT L JR 1326 N ERIE WICHITA KS 67214-2528
LOTS 43-45 BLOCK 1 PROPERTIES INC ESTERBROOK PARK ADD.	5,579.50	C 03108 TAYLOR JONES 4805 E 24TH ST N WICHITA KS 67220-3001
LOTS 43-45 BLOCK 1 PROPERTIES INC ESTERBROOK PARK ADD.	355.27	C 03108 TAYLOR JONES 4805 E 24TH ST N WICHITA KS 67220-3001
LOTS 42-44 BLOCK 1 ESTERBROOK PARK ADD.	6,000.72	C 03116 ADAMS, JALESSA PO BOX 75224 WICHITA KS 67275-0224

LOTS 28-30-32 BLOCK 2 ESTERBROOK PARK ADD.	680.00	C 03129 ROUNDTREE, REGINALD J 5224 E 39TH. ST. N. WICHITA KS 67220-2047
LOT 12 BLOCK 1 PARKMORE ADD.	2,720.00	C 11915 BERRY CONSTRUCTION 260 N ROCK RD WICHITA KS 67206-2204
LOT 23 BLOCK 3 PARKMORE ADD. 7988	2,995.00	C 11958 MC PHEARSON, MARGARET ETAL % JAMESANNA FRANKLIN 6937 HWY 6E PONTOTOC MS 38863-
LOT 12 BLOCK 4 J WALTER ROSS ADD.	358.79	C 19122 JOHNSON, DAVID LEE LOT 143 11700 E WATERMAN WICHITA KS 67207-1459
LOT 9 BLOCK 6 WILBERS ADD.	1,183.00	C 20607 JACKSON, LORETTA LOU PO BOX 20864 WICHITA KS 67208-0000
LOT 6 BLOCK J ADMINISTRATION AUDREY MATLOCK HEIGHTS 1ST. ADD.	6,086.80	C 20809 VETERANS % LEROY J FRANKLIN JR 2535 N CHAUTAUQUA WICHITA KS 67219-4826
LOT 17 BLOCK J ALBERTA PLANEVIEW SUB. NO. 1	4,065.00	C 29201 HORN, JAMES C & % SANDRA HORN 2738 S HOLYOKE WICHITA KS 67210-1124
LOT 17 BLOCK J ALBERTA PLANEVIEW SUB. NO. 1	315.00	C 29201 HORN, JAMES C & % SANDRA HORN 2738 S HOLYOKE WICHITA KS 67210-1124

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of

the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2008** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of May, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (Districts, I, III, IV, and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code in 2007. State law and local ordinance allow the City to clean up private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performs the work, and Office of Central Inspection bills the cost to the property owner.

Analysis: State law and city ordinances allow placement of the cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$12,633.23

Goal Impact: This action supports the goal of Core Area and Vibrant Neighborhoods by continuing cleanup and abatement for properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050 and 7.40.060 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List for Special Assessment

<u>Lot Clean-Up:</u>	<u>Amount</u>	<u>District #</u>
2356 N Grove	\$ 171.00	1
2238 S Santa Fe	828.32	3
1000 S Martinson	651.72	4
1610 N Burns	660.02	6
1805 S Topeka	660.62	3
803 N Spaulding	172.80	6
1604 N Lorraine (V/L N of 1600 N Lorraine)	577.00	1
2310 E 2nd St N	622.58	1
1110 W Murdock	172.20	6
3620 E 13th St N	598.59	1
3156 N Arkansas Ave	668.23	6
4300 E Boston	622.00	3
2718 E Central	649.68	1
2611 Crawford	150.00	4
1651 N Estelle	1,006.00	1
3733 E Edgemont Pl	638.15	1
2408 & 2410 E Graham	659.73	1
1632 S Greenway	1,806.81	3
1735 S Main	617.38	3
1917 S Market	174.40	3
4801 N Salina	171.60	6
4902 S Custer Cr	354.40	4

Published in The Wichita Eagle on May 9, 2008

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOTS 136-138 PARK AVE. RIVERSIDE ADD. J. MONROE	172.20	A 03558 HERMAN, ALAN D % HERMAN PROPERTIES, 114 E 21ST. ST. WICHITA KS 67214-1032
N 70 FT LOTS 140-142-144-146 PARK AVE. RIVERSIDE ADD. J. MONROE	172.80	A 03560 HERMAN, ALAN D % HERMAN PROPERTIES, 114 E 21ST. ST. WICHITA KS 67214-1032
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD. 196 8353	617.38	A 06941 SHARPSTEEN, STEVE C 1315 NW STATE ROAD EL DORADO KS 67042-
S 7 FT LOT 160-ALL LOT 162 MARKET ST. SARAH E WALTER & WRIGHT'S ADD.	174.40	A 07579 GOOLSBY, KEITH D & PO BOX 606 AURORA MO 65605-0606
RES A EXC BLVD & EXC THAT PART TAKEN BY COND. CASE NO. A-52722 CHERRIE EUREKA OR ROCK ISLAND ADD.	1,806.81	A 07672 STEVENSON, FRANK L & 1632 S GREENWAY BLVD WICHITA KS 67213-5108

LOTS 58-60 BURNS AVE. LLC GARDEN GROVE ADD.	660.02	A 083030002 HOMEBUYERS OF KANSAS 1610 BURNS WICHITA KS 67203
LOT 6 BYRON SMITH ADD.	668.23	A 13210 MCDONALD, VERONICA L 3156 N ARKANSAS WICHITA KS 67204-4442
LOT 30 FOREST PARK ADD. URBAN DEVELOPEMENT	171.60	A 17499 SEC OF HOUSING & 4801 N SALINA ST WICHITA KS 67204-2837
LOTS 5-7 TOPEKA AVE. SOUTH LAWRENCE AVE. ADD.	660.62	B 05931 DIAZ, JAVIER 1805 S TOPEKAAVE WICHITA KS 67211-4137
LOTS 30-32 SANTA FE AVE. ROCK ISLAND 3RD. ADD. MARICELA TREJO	828.32	B 063300002 WOOD, ZACH % LUIS MORENO & 2238 S SANTA FE RD WICHITA KS 67211-4939
LOTS 22-24 W OF A LI BEG 32 FT E NW COR LOT 22 S 46 FT E 15 FT S TO 2ND ST. BUSCH SUB.	622.58	C 00326 ALLEN, CURTIS W #427 770 W MACARTHUR WICHITA KS 67219
LOTS 84-86-88 CENTRAL AVE. CONSULTANTS INC MOSSMAN'S 2ND. ADD.	649.68	C 026790004 MINORITY CONT & P.O. BOX 8094 WICHITA KS 67208-0094
LOTS 6-8 LORRAINE AVE. WOODRIDGE PLACE ADD.	577.00	C 03286 NICHOLSON, JACQUES D 1437 N YALE WICHITA KS 67208
LOTS 41-43 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	1,006.00	C 03613 RALSTON, EDNA R APT 811 200 BURNETT ST

7321		FORT WORTH TX 76102-
E 1/2 LOT 28 - ALL LOT 30 & 1/2 VAC ALLEY ADJ ON S BLOCK G ROSEMARY C PROSPECT HILL ADD.	638.15	C 04283 MARTINEZ, PHILIP J & 3733 E EDGEMONT PL WICHITA KS 67208
W 41 FT LOT 15 & E 37 FT LOT 16 BLOCK 7 SHADYBROOK ADD.	659.73	C 13374 DIXON, CATHY 2410 E GRAHAM WICHITA KS 67214-2147
LOT 15 BLOCK C SUSIE YALE HEIGHTS ADD.	598.59	C 13849 PHILLIPS, FLOYD B & 2308 SHADYBROOK WICHITA KS 67214-2045
LOT 3 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	171.00	C 21037 JACKSON, DEENA 3233 E NAVAJO WICHITA KS 67216-2743
LOT 71 BLOCK C LLC HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	622.00	C 30065 JACKSON PROPERTIES 4300 E BOSTON ST WICHITA KS 67218-3114
S 100 FT LOTS 10-11-12 BLOCK 1 LLC MARY MC CORMICK'S 2ND. ADD.	651.72	D 05912 GREENSTEIN PROPERTIES 1000 S MARTINSON WICHITA KS 67213
LOTS 41-43-45-47 BLOCK 24 PAMELA K ORIENTA PARK 2ND. ADD.	150.00	D 19110 EVANS, ROBERT T & 2611 CRAWFORD WICHITA KS 67217-1427
LOT 10 BLOCK 2 URBAN DEV STONEBRIAR ADD	354.40	D 49690 SEC OF HOUSING & 4902 S CUSTER WICHITA KS 67217-4055

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of May, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

April 22, 2008

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE COORDINATED TRANSIT DISTRICT 12
FOR A GRANT WITH THE DEPARTMENT OF TRANSPORTATION, UNITED
STATES OF AMERICA
FOR A GRANT UNDER
SECTION 5316 OF THE SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT
TRANSPORTATION EQUITY ACT:
A LEGACY FOR USERS (SAFETEA-LU)
TO SUPPORT LOCAL 2008 JOB ACCESS
AND REVERSE COMMUTE PROGRAM**

WHEREAS, the Coordinated Transit District 12 is authorized to make Job Access and Reverse Commute grants for the Dept. of Transportation for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project cost in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the applicant desires financial assistance for the following projects: provide transportation services in urban, suburban and rural areas to assist welfare recipients and low

income individuals access to employment opportunities; thereby creating a better cooperative effort among the transportation providers, human services agencies, employers and affected communities and individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Coordinated District 12 on behalf of the United States Department of Transportation, to aid in the financing of the local 2008 Job Access and Reverse Commute Program (it is anticipated that these funds will support the program through 2011 at the current usage level) including: to implement new transportation services, or extend existing services, to fill the gaps that exist in many areas between where welfare recipients and low income persons live and employment opportunities; and, to transport the general public from urban, suburban, and rural areas to suburban employment opportunities.

SECTION 2. The City Manager is authorized to execute and file with such application an assurance or any other document required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil rights Act of 1964; and Americans with Disabilities Act of 1991, 49 C.F.R. Parts 27, 38 and 39.

SECTION 3. The City Manager is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of project and budget.

SECTION 4 The City Manager is authorized to set forth and execute affirmative disadvantaged business policies in connection with the program of projects and budget procurement needs.

SECTION 5. The City Manager is authorized to execute grant agreements, file grant revisions and amendments necessary to administer the Program of Project on behalf of the City of Wichita with the United States Department of Transportation for aid in the financing of this Section 5316 Project.

SECTION 6. This Resolution shall take effect and be in force from and after its adoption.

ADOPTED, at Wichita, Kansas this 22nd day of April 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
April 22, 2008**

To: Mayor and City Council

Subject: Resolution Authorizing Section 5316 Access to Jobs Grant from Federal Transit Administration (FTA)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Approve Resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process, administered by Coordinated District 12, requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this Resolution is to authorize staff to file for eligible federal funds for the support of the city's Access to Jobs transit services for June, 2008, through May, 2011. The authorized total federal apportionment for 2008 - 2011 is \$581,381. A public hearing was held on April 21, 2008. Section 5316 funds are 50% federal funds and 50% local matching fund programs.

Analysis: The proposed Resolution authorizes funding to support the following: The purchase of rides for low-income clients under a brokerage system, utilizing other transportation providers within Wichita. We provide service for the clients of Social and Rehabilitation Services and nonprofit organizations, including Breakthrough Club, the Mental Health Association, and COMCARE.

Financial Consideration: The total grant budget is \$1,162,762; federal share is \$581,381. The local city match is \$158,993, all in-kind services. The rest of the local match, which is \$581,381, is from numerous agencies and nonprofits. Services will only be provided to the extent that a local match has been negotiated.

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the Resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the Resolution and authorize the necessary signatures.

Attachment: Resolution authorizing the application for JARC funding

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record, (FB&L, LLC a Kansas limited liability company), as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 50 and 52, on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That it is necessary and in the public interest to construct improvements to area walls on public ways or land abutting public ways consisting of facade improvements to the portion of 201 East 1st Street that abuts public ways, including 1st Street, Market Street and alley right-of-way (north of 1st, east of Market).
- (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Forty Five Thousand Dollars (\$245,000).
- (c) That the boundaries of the improvement district include the lots, parcels, or tracts above described.
- (d) That 100% of the total actual cost of the improvements be assessed against the improvement district.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign,

repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>IMPROVEMENT DISTRICT</u>	FB&L, LLC	
Lots 50 and 52, on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas.	By _____ Michael Elzufon	_____

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 212 NORTH MARKET (NORTH OF 1ST, EAST OF MARKET) 472-84682** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 212 NORTH MARKET (NORTH OF 1ST, EAST OF MARKET) 472-84682** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 212 East Market abutting public ways, including Market Street and alley right-of-way (north of 1st, east of market) 472-84682.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Seventy-Five Thousand Dollars (\$475,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 54, 56, 58, 60 and 62, on Market Street, in Greiffensteins's Original Town of Wichita, Sedgwick County, Kansas.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 6, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-138** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day
of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 208 SOUTH MARKET (SOUTH OF WILLIAM, EAST OF MARKET) 472-84684** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 208 SOUTH MARKET (SOUTH OF WILLIAM, EAST OF MARKET) 472-84684** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 208 South Market abutting public ways, including Market Street, William Street and alley right-of-way (south of William, east of Market) 472-84684.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty Thousand Dollars (\$40,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 20, 22 and 24 on Market Street, in Wm. Grieffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-survey Plat by John W. Bear, City Engineer of Wichita, dated May 1st, 1880, having a common street address within the City of Wichita of 208 S. Market.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 6, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last

known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-136** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 200 EAST 1ST STREET (NORTH OF 1ST, EAST OF MARKET) 472-84683** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 200 EAST 1ST STREET (NORTH OF 1ST, EAST OF MARKET) 472-84683** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 200 East 1st Street abutting public ways, including 1st Street, Market Street and alley right-of-way (north of 1st, east of market) 472-84683.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Forty-Five Thousand Dollars (\$245,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 50 and 52, on Market Street, in Greiffenstein's Original Town of Wichita,
Sedgwick County, Kansas .

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 6, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-137** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day
of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 212 NORTH MARKET (NORTH OF 1ST, EAST OF MARKET) 472-84682** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 212 NORTH MARKET (NORTH OF 1ST, EAST OF MARKET) 472-84682** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 212 East Market abutting public ways, including Market Street and alley right-of-way (north of 1st, east of market) 472-84682.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Seventy-Five Thousand Dollars (\$475,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 54, 56, 58, 60 and 62, on Market Street, in Greiffensteins's Original Town of Wichita, Sedgwick County, Kansas.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 6, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-138** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day
of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Kaufman Building, LLC a Kansas limited liability company) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 20, 22, 24 on Market Street, in Wm. Grieffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-Survey Plat by John W. Bear, City Engineer of Wichita, dated May 1st, 1880, having a common street address within the City of Wichita of 208 S. Market.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That it is necessary and in the public interest to construct improvements to area walls on public ways or land abutting public ways consisting of facade improvements to the portion of 208 South Market that abuts public ways, including Market Street and alley right-of-way (south of William, east of Market).
- (b) That the estimated and probable cost of the foregoing improvement is Forty Thousand Dollars (\$40,000).
- (c) That the boundaries of the improvement district include the lots, parcels or tracts above described.
- (d) That 100% of the total actual cost of the improvements be assessed against the improvement district.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet

the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>IMPROVEMENT DISTRICT</u>	Kaufman Building, LLC	
Lots 20, 22, 24 on Market Street, in Wm. Grieffenstein's Addition to the Town, now City of Wichita, Sedgwick County, Kansas, as revised in Re-Survey Plat by John W. Bear, City Engineer of Wichita, dated May 1 st , 1880, having a common street address within the City of Wichita of 208 S. Market.	By _____ Michael Elzufon	_____

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council Members
SUBJECT: Petitions to Renovate Building Facades in the Core Area (Districts I & VI)
INITIATED BY: Office of Urban Development
AGENDA: Consent

Recommendation: Approve the petitions, adopt the resolutions, and establish May 6, 2008 as the date for a formal public hearing.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Cost of improvements are paid through issuance of special assessment debt against the subject buildings. The buildings are:

- Kaufman Building – 208 South Market
- Landmark Square Building – 212 North Market
- Farmers and Bankers Building – 200 East 1st
- Orpheum Office Building – 200 North Broadway
- Petroleum Building – 221 South Broadway
- Sutton Place Building – 209 East William
- SC TelCom Building – 125 North Market

On March 4, 2008, the City Council approved petitions, adopted resolutions and established a public hearing for March 18, 2008 to formally consider the request. Due to issues with fractional ownership and lending agreements, the public hearing was deferred to provide an opportunity to address these issues. At this time, it is recommended that the City go forward with a public hearing on three the properties where there is no fractional ownership. The properties to be set for hearing May 6, 2008 are:

- Kaufman – 208 South Market
- Landmark Square – 212 North Market
- Farmers and Bankers – 200 East 1st

Analysis: Total combined cost for the proposed facade improvements listed above is projected to be \$583,579 (exclusive of financing costs). The table below itemizes the costs for each building.

BUILDING	CONSTRUCTION, ARCHITECT & ENGINEER	REAL DEV PROJ MGR	10% CONTINGENCY	PW ADMIN FEE (2%)	10% DEVELOPME T FEES	TOTAL
Landmark	294,121	9,510	29,412	5,882	28,555	367,480
Farmers & Bankers	147,209	4,760	14,721	2,944	14,292	183,926
Kaufman II	25,750	833	2,575	515	2,500	32,173
TOTAL	\$ 467,080	\$ 15,103	\$ 46,708	\$ 9,341	\$ 45,347	\$ 583,579

This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a ***maximum assessment amount*** is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs. An administrative charge for the City that is part of the Facade Improvement Program and development fees for Real Development are also included. A summary for each building follows:

The **Kaufman Building** is a four story building with 31,250 s.f. located at 208 S. Market. Owners have already invested in substantial tenant improvements. Projected cost for the facade improvements on this building is \$32,173 (increasing to \$40,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The **Landmark Square Building** is a five story office building with 45,899 total s.f. located at 212 N. Market. Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building is \$367,480 (increasing to \$475,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The **Farmers and Bankers (F&B) Building** is a five story office building with 25,030 s.f. located at 200 E. First. Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building is \$183,926 (increasing to \$245,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

Improvements to the buildings are general and involve improvements such as masonry repair, tuckpointing, cornice repair, power washing, exterior painting, and window and door repair/replacement.

Each building improvement project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments for each special assessment benefit district. All projects may share the same public hearing.

Financial Considerations: The combined project budget for all buildings to be paid by special assessments at this time is estimated at \$760,000. These will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved properties and will be backed by the full faith and credit of the City of Wichita. Staff have been working with Bond Counsel (Kutak Rock) and a Financial Advisor (Springsted) to perform due diligence with regard to the City's risk and how the bonds would be structured. Included in the issue will be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum assessment is not exceeded. Also, interest rates have been cautiously assumed at 6.75% for permanent financing. Other risk mitigation options that could be applied include: requiring the City to approve any sale of the assessed buildings (or at least requiring the City to receive notification of a pending sale); requiring the sale of a building to trigger the funding of an escrow account to ensure payment of all future principal and interest; and/or phase the financing in a manner that would allow the City on-going information on actual occupancy and lease rates.

A "not to exceed" amount for each special assessment district is included in each of the separate petitions and resolutions. The following table itemizes the estimated cost per facade project, including the estimated financing costs:

Building Facade Improvements in the Core Area (Districts I & VI)

April 22, 2008

Page 3

BUILDING	Total Net Bond Proceeds	Estimated Financing Costs	Total Principal
Landmark	367,480	107,520	475,000
Farmers & Bankers	183,926	61,074	245,000
Kaufman II	32,173	7,827	40,000
TOTAL	\$ 583,579	\$ 176,421	\$ 760,000

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the projects. A formal public hearing is required as part of the approval process. The petitions approved and resolutions adopted today will set the maximum amount for each special assessment district and establish the date of the public hearing. Actual amounts to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petitions and resolutions.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions, authorize the necessary signatures, and establish the public hearing.

*Attachments: Petitions (3)
 Resolutions (3)

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council Members
SUBJECT: Resolution Ordering a Public Hearing: Building Facade (District VI)
INITIATED BY: Office of Urban Development
AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Cost of improvements are paid through issuance of special assessment debt against the subject buildings. One of these buildings is the SC Telecom Building at 125 N. Market.

On March 4, 2008, the City Council approved a petition, adopted a resolution and established a public hearing for March 18, 2008 to formally consider the SC Telecom facade improvement request. Due to issues relating to separate land leases, which complicated ownership issues, the public hearing on the SC Telecom was deferred. A Resolution to order a public hearing on May 6, 2008, has been prepared that will provide an opportunity for the project to proceed.

Analysis: The **SC Telecom Building** is a nineteen story building with 312,875 s.f. located at 125 N. Market. The owners have begun interior improvements, remodeling common areas, adding technology infrastructure, replacing the roof, and various tenant improvements.

Exterior improvements to the SC Telecom building include changing the entire appearance of the building facade on some sides to create a visually stimulating impact to travelers entering the downtown area. Facade improvements on this building are expected to be approved in two phases. At this time only some ground level (phase one) improvements are being sought. These are exterior or facade enhancements necessary in conjunction with the main floor lobby and atrium improvements to be separately financed but jointly constructed as part of the overall building refurbishment.

Projected cost the total facade improvements envisioned is \$4,796,264 (increasing to \$6,115,000 with estimated financing costs); however, the cost for phase one of the improvements is \$861,981 (increasing to \$1,078,801 with estimated financing costs). The proposal assumes 20-year special assessment financing. The project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments against special assessment benefit district.

Financial Considerations: The estimated project cost is \$1,078,801. Financing will be General Obligation Taxable Special Assessment Bonds, paid as to principal and interest with special assessments levied entirely against the improved property and will be backed by the full faith and credit of the City of Wichita. Included in the issue would be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum assessment is not exceeded. Also, interest rates were cautiously assumed at 6.75% for permanent financing. The proposed method of assessment is on a square foot basis.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State Statutes provides the authority for the City Council to order in public improvement projects. Adopting the Resolution does not obligate the Council to approve the project, only to hold a public hearing on May 6, 2008. This approach – the establishment of the special benefit district, rather than a petition by developers – mitigates the risk caused by multiple land leases that the legality of the district could be challenged at some future time.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Resolution

NOTICE OF PUBLIC HEARING

You are notified that the governing body of the City of Wichita, Kansas (the "City"), will meet for the purpose of holding a public hearing, at the Council Chambers, City Hall, 455 N. Main, Wichita, Kansas 67202, in the City, on May 6, 2008, at 9:00a.m. (or as soon thereafter as is practical). The public hearing is scheduled to consider the advisability of making certain improvements in the City as described in this notice.

The general nature of the proposed improvement is:

Construction of street level façade improvements at 125 North Market (north of Douglas, west of Market) 472-84678.

The cost of the proposed improvement is One Million Seventy-Eight Thousand Eight Hundred One Dollars (\$1,078,801).

The proposed improvement district in the City to be assessed for the costs of the proposed improvement is:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lot 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35 on Market Street excluding the land, in Original Town (now City) or Wichita, Sedgwick County Kansas as platted by William Greiffenstein.

The proposed method of assessment is the square foot basis.

The total costs of the improvement are to be assessed against the improvement district.

The public hearing may be adjourned from time to time and until the Governing Body shall make findings by resolution as to the advisability of the proposed improvements, the general nature of the improvements, the estimated cost of the improvements, the boundaries of the improvement district, the method of assessment, and the apportionment of the costs between the improvement district and the City at large, all as finally determined by the governing body; except the area of the improvement district to be assessed for the costs of the improvements as finally determined by the governing body may be less than, but may not exceed, the area proposed to be assessed as described above unless the City give notice of and conduct a new hearing on the advisability of the proposed improvements.

All persons wishing to be heard concerning the proposed improvements will be heard at the public hearing.

Dated _____, 2008

Karen Sublett, City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PUBLIC HEARING ON THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, PURSUANT TO K.S.A. 12-6a01 *ET SEQ.*; AND PROVIDING FOR NOTICE OF SUCH HEARING.

WHEREAS, K.S.A. 12-6a02 authorizes the governing body of any city to make or cause to be made municipal works or improvements which confer a special benefit upon property within a definable area of the city and the levying and collecting of special assessments upon property in the area deemed by the governing body to be benefited by such improvements for special benefits conferred upon such property by such improvements and to provide for the payment of all or any part of the costs of the improvements from such special assessments; and

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), finds and determines it necessary to schedule a public hearing on the advisability of making certain improvements in the City and to provide notice of such hearing in the manner required by K.S.A. 12-6a04;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. A public hearing on the advisability of the improvements described below will be held by the governing body of the City on May 6, 2008, at 9:00 a.m. (or as soon thereafter as is practical), at the Council Chambers, City Hall, 455 N. Main, Wichita, Kansas 67202, in the City.

Proposed Improvements

Construction of street level façade improvements at 125 North Market (north of Douglas, west of Market) 472-84678.

Section 2. The City Clerk is directed to give notice of the public hearing by publishing a notice of the hearing two times in the official City newspaper, such publications to be one week apart, and the last publication to be at least three days before the date of the hearing. The notice of hearing shall contain the following information: (a) the date, time and place of the hearing; (b) the general nature of the proposed improvements; (c) the estimated or probable cost of the proposed improvements; (d) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (e) the proposed method of assessment; and (f) the proposed apportionment of the cost between the improvement district and the City at large.

Section 3. This Resolution shall be in full force and effect after its adoption by the governing body of the City.

ADOPTED by the Governing Body of the City, on _____, 2008.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 22, 2008

TO: Mayor and City Council

SUBJECT: Revision to Economic Development Incentive for Cargill Meat Solutions (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the revised real estate purchase contract.

Background: Cargill Meat Solutions, Inc. (“Cargill”) corporate headquarters is located at 155 North Main Street. The proposed expansion project and future growth as well as expiring parking agreements have created a need for the company to identify sufficient parking inventory for employees. Sufficient parking inventory is integral to Cargill’s future growth in Wichita, especially in the downtown area.

City Council approved the contract on April 1, 2008. Cargill has requested revision of the contract.

Analysis: City Council has approved a purchase price of One Dollar for the property. The purchase contract includes reversionary rights of the City based on intended and actual use of the property. The purchase contract also includes a provision requiring use of the Property as free public parking lot and/or structure during the hours of 6:00 p.m. until 6:00 a.m. Monday thru Friday and 24 hours per day on weekends.

Revision to the contract states Cargill will have right to terminate the agreement at no cost if a Certificate and Release under the Gilbert and Mosley Project cannot be provided prior to closing. The reversionary clause has been revised to cease reversionary rights by the City “upon commencement of the construction of a parking structure” rather than “upon construction of a parking structure”.

Financial Considerations: Financial considerations have not changed from the original contract.

Goal Impact: Economic Vitality. This economic development incentive will assist in growth and retention of a major employer in the downtown area and stimulate the economy through the creation of new jobs.

Legal Considerations: The revised real estate purchase contract has been reviewed and approved by the City Attorney’s Office.

Recommendations/Actions: It is recommended that the City Council approve the revised Real Estate Purchase Contract and authorize the necessary signatures.

Attachments: Revised Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between **City of Wichita**, party of the First Part, hereinafter referred to as "Seller," whether one or more, and **Cargill Meat Solutions Corporation**, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Seller does hereby agree to sell and convey to Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to wit:

Lots 50, 52, 54, 56 and 58 on Water Street, Greiffenstein's Original Town Site Addition to Wichita, Sedgwick County, Kansas.

The conveyance shall include all easements, rights, and appurtenances thereto (hereinafter collectively referred to as the "**Property**").

2. Buyer hereby agrees to purchase, and pay to Seller, as consideration for the conveyance to him of the Property for the sum of One Dollar and No Cents (\$1.00) in the manner following, to-wit: cash at closing.

3. The Sellers agree to sell and convey to the Buyer a merchantable title in and to the Property, subject to easements, restrictions and special assessments of record, if any. Seller further agrees to forthwith furnish to Buyer a title commitment for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance (Form 2006) to insure the Property, showing a merchantable title vested in the Seller's name. It is understood and agreed that the Seller shall have a reasonable time after Buyer has reviewed said title evidence and made its objections, if any, in which to correct any defects in title.

4. The costs of closing, if any, shall be paid one-half by Buyer and one-half by Seller. In the event an Owner's title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by Buyer. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be pro-rated for calendar year on the basis of taxes levied for prior year.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Possession of said Property shall transfer at closing.

7. The parties covenant and agree that except for closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

8. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before June 30, 2008 ("Closing Date").

9. Seller makes no warranty or guarantee as to the suitability of the Property for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

10. Buyer, its agents, successors and assigns, also covenants and agrees that any future use of the Property for the following uses shall be prohibited:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. New or used Car Lots
- F. Multi-game, Casino-style Gambling Facilities
- G. Commercial Billboards

11. Buyer intends to use the Property as a parking lot for use by its employees in association with its office facility at 155 North Main, Wichita, Kansas. Buyer further intends to acquire adjacent property to the north of the Property and to construct a parking structure on the combined site. If Buyer ceases to utilize the Property for employee parking or ceases operating its facility at 155 North Main Street, Seller shall have the right, at its sole discretion, to repurchase the real property at the same price for which Seller sells said property pursuant to this Contract. The reversionary rights contained in this section shall cease upon the earlier of ten (10) years from the date of this agreement or upon the commencement of the construction of a parking structure on the Property.

12. Buyer agrees to allow use of the Property as free public parking during the weekdays (during the hours of 6:00 p.m. until 6:00 a.m.) and on weekends. In the event a parking structure is constructed, as described in the preceding paragraph, Buyer agrees to allow free public parking in the parking structure during the weekdays (during the hours of 6:00 p.m. until 6:00 a.m.) and on weekends.

13. The parties acknowledge that the Property is contained within the boundary of the Gilbert-Mosley Site. Buyer shall have the right to terminate this agreement at no cost to Buyer if the City of Wichita fails to issue to Buyer prior to the closing a Certificate and Release for Environmental Conditions for the Property.

14. The covenants and agreements contained in Paragraphs 9 through 12 shall survive the closing of the sale intended hereby, and they shall bind the Buyer, its heirs, successors, and assigns as fully after the sale as they do before.

15. Buyer hereby agrees; a) Buyer is accepting the Property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions it may make with regard to the Property have been and will be made based on its own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:
Cargill Meat Solutions Corporation

Name:
Title:

SELLER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
April 22, 2008**

TO: Mayor and City Council

SUBJECT: Wichita Police Department Moving Radar grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: The Wichita Police Department has placed an emphasis on reducing and monitoring excessive speeding in the City of Wichita. Last year, the City of Wichita Police Department issued approximately 80,000 traffic citations, with a large number of those citations being for excessive speeding. The enforcement of excessive speed violations directly relates to the number of incidents that result in serious injury or death. In order to continue with enforcement of traffic violations the Wichita Police Department needs to replace 4 Golden Eagle Moving Radar units. Assistance was requested and granted from the Kansas Department of Transportation to fund the purchase of additional units. The grant application has already been signed by the City Manager pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant.

Analysis: The Kansas Department of Transportation is providing financial support for the purchase of 4 new Golden Eagle Moving Radar Units.

Financial Considerations: The Wichita Police Department grant application requests funding for the Moving Radar program in the amount of \$7,776 with \$6,696 coming from the Federal share and \$1,080 from under expenditures within the Police Department budget.

Goal Impact: Provide a safe and secure community by placing an emphasis on reducing excessive speeding violations and the number of traffic related fatalities by developing a strategy of aggressive traffic enforcement with a desired outcome of reducing traffic fatalities.

Legal Considerations: Law Department has reviewed the grant application.

Recommendations/Actions: It is recommended that the City Council approve the application and authorize the appropriate signatures and approve any necessary budget adjustments.